



Tuckfield Agent Solutions Pty Ltd T/A Tuckfield Agent Solutions
79a Hampstead Road Manningham SA 5086
Tel: 08 8344 3448 Agent No: N/A
Email: info@tuckfields.com.au

FORM 1 - Vendor's Statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

☐ means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* means strike out or omit the option that is not applicable.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:



3 Vendor:

TARNYA O'NEIL

Address:

305/3 CHURCH AVENUE NORWOOD SA 5067

4 Vendor's registered agent:

PELVAY GROUP PTY LTD ACN: 640 571 606 T/A FOX REAL ESTATE (RLA 226868)

Address:

192 MELBOURNE STREET, NORTH ADELAIDE SA 5006



5 Date of contract (if made before this statement is served):

6 Description of the land:

[Identify the land including any certificate of title reference]

THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6318 FOLIO 345 BEING LOT 305

SECONDARY COMMUNITY STRATA PLAN 43810 IN THE AREA NAMED NORWOOD HUNDRED OF

ADELAIDE AND MORE COMMONLY KNOWN AS LOT 305 THE PARADE, NORWOOD, SA 5067 ALSO

KNOWN AS 305/3 CHURCH AVENUE NORWOOD SA 5067

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

1 – Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS–

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 – Time for service

The cooling-off notice must be served–

- (a) if this form is served on you before the making of the contract– before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract– before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 – Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 – Methods of service

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

305/3 CHURCH AVENUE NORWOOD SA 5067

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

NICK@FOXREALESTATE.COM.AU

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

192 MELBOURNE STREET, NORTH ADELAIDE SA 5006

(being *the agent's address for service under the *Land Agents Act 1994*/an address nominated by the agent to you for the purpose of service of the notice).

Note–

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that –

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing; or
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 – Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than–

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)**Proceeding with the purchase**

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(section 7(1))**To the purchaser:***I / ~~We~~,

TARNYA O'NEIL

of

305/3 CHURCH AVENUE NORWOOD SA 5067

being the *vendor(s)/~~person authorised to act on behalf of the vendor(s)~~ in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date: 24-Aug-2026 | 3:08 PM AEST

Signed:

Signed by:

 05A61852DCD8442...

Date:

Signed:

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(section 9)**To the purchaser:**

I,

TUCKFIELD CONVEYANCING P/L FOR AND ON BEHALF OF TUCKFIELD AGENT SOLUTIONS P/L

certify *that the responses/~~that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

NIL

Date: 24/08/2026

Signed:


~~*Vendor's agent / Purchaser's agent~~~~*Person authorised to act on behalf of *Vendor's agent / Purchaser's agent~~

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and –
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General –
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges –
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of–

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE VOLUME 6318 FOLIO 345 Number of mortgage (if registered): 14590966 Name of mortgagee: AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)	☒ YES YES
<i>[Note -</i> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	1.2 Easement (whether over the land or annexed to the land) Note - "Easement" includes rights of way and party wall rights. <i>[Note -</i> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT P. 12/17 Description of land subject to easement: WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6318 FOLIO 345 Nature of easement: ELECTRICITY AND TELECOMMUNICATIONS INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS - REFER TO ATTACHMENT Are you aware of any encroachment on the easement? NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? (If YES, give details):
1.3 Restrictive covenant <i>[Note -</i> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? (If NO, give details): Does the restrictive covenant affect land other than that being acquired?	☐ YES/NO YES/NO

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	☐ YES/NO YES/NO
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Condition(s) of authorisation:	☐ YES/NO YES/NO
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	☐ YES/NO YES/NO
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF EMERGENCY SERVICES LEVY Date of notice: REFER TO ATTACHMENT Amount of levy payable: REFER TO ATTACHMENT	☒ YES YES

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
29.1	Part 5 - Planning and Design Code	Is this item applicable?
		☒
		Will this be discharged or satisfied prior to or at settlement?
		NO
		YES
	Are there attachments?	
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION	
	PP. 3, (9-30 PLANS DATA EXTRACT FOR SECTION 7 SEARCH	
	PURPOSES)/30 AND PROPERTY INTEREST REPORT P. 8/17	
	Title or other brief description of zone, subzone and overlay in which	
	the land is situated (as shown in the Planning and Design Code):	
	ZONES: URBAN CORRIDOR (MAIN STREET) (UC(MS))	
	OVERLAYS: REFER TO ATTACHMENT	
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	NO	
	Is the land designated as a local heritage place?	
	YES	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a	
	significant tree or trees on the land?	
	NO	
	Is there a current amendment to the Planning and Design Code	
	released for public consultation by a designated entity on which consultation is continuing or on	
	which consultation has ended but whose proposed amendment has not yet come into operation?	
	YES	
	Note-	
	For further information about the Planning and Design Code visit https://code.plan.sa.gov.au .	
29.2	section 127 - Condition (that continues to apply) of a development authorisation	Is this item applicable?
		☒
		Will this be discharged or satisfied prior to or at settlement?
		NO
		YES
	Are there attachments?	
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION	
	PP. 3,12-30/30	
	Date of authorisation:	
	REFER TO ATTACHMENT	
	Name of relevant authority that granted authorisation:	
	CITY OF NORWOOD PAYNEHAM & ST. PETERS	
	Condition(s) of authorisation:	
	APPLICATION ID: 21036230, 23022802	
	REFER TO ATTACHMENT	

SCHEDULE – DIVISION 2**OTHER PARTICULARS**

(section 7(1)(b))

Particulars relating to community lot (including strata lot) or development lot

1 Name of community corporation:

COMMUNITY CORPORATION NO. 43810 INCORPORATED

Address of community corporation:

3 CHURCH AVENUE NORWOOD SA 5067

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

REFER TO ATTACHMENT

(b) particulars of assets and liabilities of the community corporation:

REFER TO ATTACHMENT

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

REFER TO ATTACHMENT

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

REFER TO ATTACHMENT

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

217/10000

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

~~*for the 2 years preceding this statement/since the deposit of the community plan;~~

(*Strike out or omit whichever is the greater period)

YES

(b) a copy of the statement of accounts of the community corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the community corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any);

(b) a copy of the by-laws of the community scheme.

7 The following additional particulars are known to the vendor or have been supplied by the community corporation:

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:

ERIC BRED A OF WHITTLES MANAGEMENT SERVICES PTY LTD

Address:

176 FULLARTON ROAD DULWICH SA 5065

Note—

- (1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- (2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- (3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars relating to environment protection**1—Interpretation**

- (1) In this and the following items (items 1 to 7 inclusive)—
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of—
 (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 (b) any other contamination of the land by chemical substances,
 and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;
pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining—
 (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
 (b) the suitability of the land for a particular use; and
 (c) what remediation is or remains necessary for a particular use,
 but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity—see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;
public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.
 (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2—Pollution and site contamination on the land—questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which –
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If **YES**, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If **YES**, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If **YES**, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note—

These questions relate to details about the land that may be known by the vendor. A **"YES"** answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A **"YES"** answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3—Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
NO
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
NO
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
NO
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
NO
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
NO
- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
NO

Note—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
 - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
 - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4—Pollution and site contamination on the land—details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
NO
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?
NO
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
NO
- (d) a copy of a site contamination audit report?
NO
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
NO
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
NO
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
NO
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?
NO

Note—

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5—Pollution and site contamination on the land—other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
NO
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO
- (d) a copy of a pre-1 July 2009 site audit report?
NO
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?
NO

Note—

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6—Further information held by councils

Does the council hold details of any development approvals relating to—

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

YES

Note—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

7—Further information for purchasers

Note—

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If—

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

SCHEDULE - DIVISION 3**COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments - voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by pages numbered 1 to 17 inclusive, together with the following annexures and supporting documents (if any):

FORM R3: BUYERS INFORMATION NOTICE

CERTIFICATE OF TITLE VOLUME 6318 FOLIO 345

LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION

PROPERTY INTEREST REPORT

STATE PLANNING COMMISSION RESPONSE TO PIR

OFFICE OF THE TECHNICAL REGULATOR RESPONSE TO PIR

CERTIFICATE OF EMERGENCY SERVICES LEVY

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF WATER AND SEWER CHARGES

STATEMENT PURSUANT TO SECTION 139

COMMUNITY PLAN 43810

BY LAWS 14575281

SCHEME DESCRIPTION 14575282

AFFECTED PLAN 43809

SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE: HOME FIRE SAFETY INFORMATION

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

FORM R3: BUYERS INFORMATION NOTICE

Annexure to Form 1 Statement

Land and Business (Sale and Conveyancing) Act 1994 - section 13A

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services (CBS) recommends you check the website: www.cbs.sa.gov.au.

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (e.g. electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have, we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

CERTIFICATE OF TITLE

Annexure to Form 1 Statement



REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6318 Folio 345

Parent Title(s)

CT 6318/323

Creating Dealing(s)

ACT 14575280

Title Issued

25/07/2025

Edition

2

Edition Issued

15/08/2025

Estate Type

FEE SIMPLE

Registered Proprietor

TARNYA O'NEIL
OF LOT 305 3 CHURCH AVENUE NORWOOD SA 5067

Description of Land

LOT 305 SECONDARY COMMUNITY STRATA PLAN 43810
IN THE AREA NAMED NORWOOD
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14590966	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
18/07/2025	14575281	BY-LAWS	FILED
18/07/2025	14575282	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

AFFECTED BY C43809

Administrative Interests	NIL
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LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION

Annexure to Form 1 Statement

CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999



City of
Norwood
Payneham
& St Peters

To: Searchlight Technology
16 Birdwood Street
NETHERBY SA 5062

Date: 11/08/2026

Particulars of the Property:	
Assessment No	123621
Owner's Name	Ms T O'Neil
Valuation No	1501811324
Property Address	305/3 Church Avenue NORWOOD SA 5067
Property Description	Lot: 305 CP: 43810 CT: 6318/345

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

Particulars of Rates and Charges in the 2026-2027 Financial Year:	
Balance b/forward 2025-2026	\$0.00
2026-2027 Rates + Landscape Levy	\$3,447.52
Plus Legal Fees	\$0.00
Plus Fines & Interest	\$0.00
Less Concession/Rebate	\$0.00
Less Payments	\$0.00
Plus Property Related Debts	\$0.00
Balance Now Due and Payable	\$3,447.52
Settlement via BPay	Billers Code: 3251 Reference: 1236211



100% Australian Made
Recycled Paper

2026-2027 Rates including Landscape Levy	\$3,447.52
2026-2027 Capital Value	\$1,825,000

The 1st Quarter Instalment for the 2026-2027 financial year will be due 4 September 2026

Notes for your information:

- The next date for Fines and Interest to be calculated is 7 August 2026.
- If Balance Due above is Nil, the rates have been paid to 30 June 2027.
- Upon settlement of the property, the total balance to 30 June 2027 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: tenancies/shops) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Community
Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental
Sustainability



City of
Norwood
Payneham
& St Peters

City of Norwood Payneham & St Peters

Head Office: 175 The Parade, Norwood
Mailing Address: PO Box 204, KENT TOWN SA 5071
Telephone (08) 8366 4555

Property Information and Particulars provided pursuant to Section 12 of the Land and Business (Sale and Conveyancing) Act 1994

To: Searchlight Technology 16 Birdwood Street NETHERBY SA 5062	Certificate Date: 11/08/2026 Certificate No: 28255
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Details of Property Referred To:

Rates Assessment Number	: 123621 1
Valuer General Number	: 1501811324
Owner Details	: Ms T O'Neil
Property Address	: 305/3 Church Avenue NORWOOD 5067
Property Description	: Lot: 305 CP: 43810 CT: 6318/345
Hundred	: Adelaide
Ward	: Kensington/Norwood Ward

The below information has been prepared pursuant to the *Land and Business (Sale and Conveyancing) Act 1994 (LBSC Act)* and *Land and Business (Sale and Conveyancing) Regulations 2025 (LBSC Regulations)* on the basis of the Council's records and, except as otherwise noted below, in reliance on particular information supplied by the Department for Housing and Urban Development. The Council does not make any guarantee as to the completeness, reliability or accuracy of the information supplied by the Department for Housing and Urban Development.

Where 'YES' has been indicated in column 2, this is intended to indicate only that the item in column 1 is applicable. The Council makes no representation as to whether this item will be discharged or satisfied prior to or at settlement.

Where 'N/A' has been indicated in column, this is intended to indicate only that the Council does not have records of the item in column 1. You may wish to make your own further enquiries, including of the administrative unit of the Public Service that is, under a Minister, responsible for the administration of the *Planning, Development and Infrastructure Act 2016*.

Terms used in this document may be as defined in the LBSC Act and LBSC Regulations.

Prescribed Encumbrances for 305/3 Church Avenue NORWOOD 5067

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<i>Development Act 1993 (repealed)</i>	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: N/A Name of relevant authority that granted authorisation:
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	Nature of condition(s): N/A
<i>Planning, Development and Infrastructure Act 2016</i>	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): (Refer to PlanSA Section 7 extract report) Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? YES Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://code.plan.sa.gov.au
Section 127 - Condition (that continues to apply) of a development authorisation	(Refer to PlanSA Section 7 extract report) ID 21036230 ID 23022802
<i>Development Act 1993 (repealed)</i>	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	N/A
section 55—Order to remove or perform work	N/A
section 56—Notice to complete development	N/A
section 57—Land management agreement	N/A
section 69—Emergency order	N/A
section 71—Fire safety notice	N/A
section 84—Enforcement notice	N/A
section 85(6), 85(10) or 106—Enforcement order	N/A
Part 11 Division 2—Proceedings	N/A
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	N/A
<i>Food Act 2001</i>	
section 44—Improvement notice	N/A
section 46—Prohibition order	N/A
<i>Housing Improvement Act 1940 (repealed)</i>	
section 23—declaration that house is undesirable or unfit for human habitation	N/A
Part 7 (rent control for substandard houses) – Notice or declaration	N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<i>Land Acquisition Act 1969</i>	
Section 10 – Notice of intention to acquire	N/A
<i>Local Government Act 1934 (repealed)</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	N/A
<i>Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	N/A
<i>Local Nuisance and Litter Control Act 2016</i>	
Section 30 – Nuisance or litter abatement notice	N/A
<i>Planning, Development and Infrastructure Act 2016</i>	
section 141 – Order to remove or perform work	N/A
section 142 – Notice to complete development	N/A
section 155 – Emergency order	N/A
section 157 – Fire safety notice	N/A
Section 192 or 193 – Land management agreement	(Refer to PlanSA Section 7 extract report)
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	N/A
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	N/A
Part 16 Division 1 – Proceedings	N/A
section 213 – Enforcement notice	N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 214(6), 214(10) or 222-Enforcement order	N/A
<i>Public and Environmental Health Act 1987 (repealed)</i>	
Part 3—Notice	N/A
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	N/A
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	N/A
<i>South Australian Public Health Act 2011</i>	
Section 92-Notice	N/A
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	N/A
Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: N/A Nature of charge: Amount of charge (if known):

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required....N/A (refer above note):

- 1 Name(s) of person(s) insured:.....
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:.....
- 4 Name of builder:.....
- 5 Builder's licence number:.....
- 6 Date of issue of insurance:.....
- 7 Description of insured building work:.....
-
-

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

N/A

If YES, give details:

- (a) Date of the exemption:.....
- (b) Name of builder granted the exemption:.....
- (c) Licence number of builder granted the exemption:.....
- (d) Details of building work to which the exemption applies:
-
-
- (e) Details of conditions (if any) to which the exemption is subject:
-
-

Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

YES

Description of Application	Conservation and adaptive reuse of Local Heritage Items, building demolition, and construction of a multi-storey mixed-use building comprising residential apartments, offices, shops, and ancillary off-street parking.
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Note—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

- (a) the approval of development by a council does not necessarily mean that the development has taken place;
- (b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

This statement is made the **21 August 2026**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

Data Extract for Section 7 search purposes

Valuation ID 1501811324

Data Extract Date: 21/08/2026

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: C43810 FL305

Certificate Title: CT6318/345

Property Address: LOT 305 THE PARADE NORWOOD SA 5067

Zones

Urban Corridor (Main Street) (UC(MS))

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Local Heritage Place (Heritage Number: 5940)

The Local Heritage Place Overlay seeks to maintain the heritage and cultural values of Local Heritage Places through conservation, ongoing use and adaptive reuse.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Transport Routes

The Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along urban transport routes.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is the land designated as a Local Heritage Place

Yes

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: 120 The Parade Pty Ltd
Postal address: 33 CARRINGTON STREET ADELAIDE SA 5000
Email: gregv@masterplan.com.au

IN REGARD TO:

Development application no.: 21036230	Lodged on: 1 Dec 2021
Nature of proposed development: Conservation and adaptive reuse of Local Heritage Items, building demolition, and construction of a multi-storey mixed-use building comprising residential apartments, offices, shops, and ancillary off-street parking.	

Stages

Number	Stage Description
3 of 4	Superstructure

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 120 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 124 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 126 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 128 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-132 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 5 CHURCH AV NORWOOD SA 5067



Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
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DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	15 Aug 2022	13	0	State Planning Commission
Building Consent Stage 1	Granted	8 Dec 2022	1	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Planning Consent; Building Consent Stage 1	Granted	16 Feb 2023	14	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 2	Granted	26 May 2023	0	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Building Consent Stage 2	Granted	5 Jul 2023	0	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 3	Granted	26 Sep 2023	0	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Building Consent Stage 3	Still Required				City of Norwood, Payneham and St. Peters
Building Consent Stage 4	Still Required				Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Development Approval - Building Consent Stage 4	Still Required				City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: Brett Fennell - BuildSurv Pty Ltd - Building Level 1

Date: 4 Oct 2023

CONDITIONS**Planning Consent****Condition 1**

The development granted Planning Consent shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

Waste and service vehicles shall only service the site only between the hours of 7:00am to 3:00pm Monday to Friday, with no collections on weekends or Public Holidays.

Condition 3

All bicycle parks shall be designed and constructed in accordance with Australian Standard AS2890.3- 2015.

Condition 4

All vehicle car parks, driveways and vehicle entry and maneuvering areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) prior to the occupation or use of the development.

Condition 5

The development will comply with noise level criteria specified in Environmental Protection (Noise) Policy 2007 (under the Environmental Protection Act). This includes noise from roof-level plant and equipment with consideration given to the adjacent properties. Noise attenuation devices and visual screening will be implemented as necessary.

Condition 6

A 'left turn out only' sign shall be installed at the exit of the undercover car park and service area, to ensure passenger and service vehicles exit towards The Parade.

Condition 7

Final details of the verandah post detailing, including top moulding, lower moulding, decorative corner brackets, and half post design be provided to the satisfaction of Council prior to the issue of Development Approval.

Conditions imposed by Commissioner of Highways under Section 122 of the Act

Condition 8

All access the site shall be gained as shown on the Cheeseman Architects Plan - Ground, Drawing No 20126_SCP-10, Dated October 2021. The direct access to The Parade shall be limited to ingress movements of small service vehicles only (i.e. up to 5.2 metres long). The access points shall be signed/line marked to reinforce the desired traffic flow.

Condition 9

All vehicles associated with the development shall enter and exit The Parade in a forward direction.

Condition 10

Stormwater run-off shall be collected on-site and discharged without impacting the integrity and safety of the adjacent roads. Any alterations to the road drainage infrastructure required to facilitate this shall be at the applicant's expense.

Condition 11

Any infrastructure within the road reserve that is demolished, altered, removed or damaged during the construction of the project shall be reinstated to the satisfaction of the relevant asset owner, with all costs being borne by the applicant.

Condition 12

The 4.5 metres x 4.5 metres corner cut-off at the Church Street/The parade corner shall be kept clear of all obstructions at ground level at all times to ensure unobstructed vehicular and pedestrian sightlines.

Condition 13

A Construction Traffic Management Plan for the construction period of the development shall be produced to the satisfaction of DIT and Council prior to the commencement of construction. This plan shall detail the types and distributions of traffic and how they will be managed.

Building Consent Stage 1

The design engineer shall inspect and certify the proposed propping of the remaining existing walls to confirm the detailing of the temporary and permanent structure.

Reason: To confirm the remaining walls are adequately supported.

Building Consent Stage 2

None

Building Consent Stage 3

None

ADVISORY NOTES

Planning Consent

Advisory Note 1

This consent or approval will lapse at the expiration of 24 months from its operative date (unless this period has been extended by the State Planning Commission).

Advisory Note 2

The approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

Advisory Note 3

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the ERD Court if wishing to appeal. The ERC Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Advisory Note 4

No advertisement/signage shall be affixed to the building, or on the site of the approved development, unless it has received Development Approval from the Relevant Authority.

Advisory Notes imposed by Commissioner of Highways under Section 122 of the Act

Advisory Note 5

The subject site is affected by a requirement shown on the Metropolitan Adelaide Road Widening Plan (MARWP) for a 4.5 metres x 4.5 metres cut-off at the Church Street/The Parade intersection. The consent of the Commissioner of Highways under the *Metropolitan Adelaide Road Widening Plan Act 1972* is required for all building works on or within 6 metres of the possible requirement.

Consent under the *Metropolitan Adelaide Road Widening Plan Act 1972* is required, as portions of the development encroach within the above areas. The applicant should fill out the attached consent form and return it to DIT along with three copies of the approved site plans.

Advisory Note 6

On-street parking adjacent to the service ingress on The Parade is likely to require some modification to facilitate convenient entry movements of vehicles. Any modifications to the on-street parking will require the consent of the City of Norwood, Payneham and St Peters.

Building Consent Stage 1

BuildSurv Job Number: 2022.7325.1

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the DEMOLITION of the development only. An additional consent is required prior to the commencement of any other portion of the works.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

The BCA does not contain deemed to satisfy provisions for demolition works - the applicant should liaise separately with the relevant authority SafeWork SA a division of Department of Premier and Cabinet.

Building Consent Stage 2

BuildSurv Job Number: 2022.7325.2

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the SUBSTRUCTURE of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

The assessment of the footing design is based on the minimum requirements of the BCA and AS2870. Additional advice should be sought from the engineer if a higher level of footing performance is required.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Building Consent Stage 3

BuildSurv Job Number: 2022.7325.3

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the SUPERSTRUCTURE of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and SUBSTRUCTURE and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the adjacent buildings. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: BuildSurv Pty Ltd	Type of consent: Building
Telephone: 08 8223 4028	Email: reception@buildsurv.com.au
Postal address: Level 8, 70 Pirie Street, Adelaide SA 5000	

Name: State Planning Commission	Type of consent: Planning
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

BUILDING CLASSIFICATION/S

Building Consent Stage 1

Essential safety provisions apply: No

Building work Demolition

Building Classification	Approved number of occupants
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0

Building Consent Stage 2

Essential safety provisions apply: No

Building work substructure

Building Classification	Approved number of occupants
2 - Building containing two or more sole occupancy units	
7A - Carpark	
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	

Building Consent Stage 3

Essential safety provisions apply: No

Building work Superstructure

Building Classification	Approved number of occupants
2 - Building containing two or more sole occupancy units	0
5 - Office for professional or commercial purposes	0
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0

7A - Carpark	0
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REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building Consent Stage 1

Building work Demolition

- Commencement of Building work (1 business day's notice)
- Completion of Footing reinforcing steel, prior to concrete pour (1 business day's notice)
- Completion of Structural, wall, floor and roof framing (1 business day's notice)
- Completion of Installation of essential safety provisions, prior to occupancy. (1 business day's notice)
- Completion of Statement of Compliance and other documents required to be provided at the completion of building work (1 business day's notice)

Building Consent Stage 2

Building work substructure

- Commencement of Building work (1 business day's notice)
- Completion of Footing reinforcing steel, prior to concrete pour (1 business day's notice)

Building Consent Stage 3

Building work Superstructure

- Commencement of Building work (1 business day's notice)
- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Consent Stage 1

Building Work Demolition

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 2

Building Work substructure

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 3

Building Work Superstructure

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building Consent Stage 1

Building work Demolition

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building Consent Stage 2

Building work substructure

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building Consent Stage 3

Building work Superstructure

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied, except in respect of a Class 10 building under the Building Code (regulation 103(1)).

Note, despite a YES being indicated above, a Certificate of Occupancy is not required for a Class 1a building if this building is completed between 1 July 2021 and 31 December 2023 (inclusive). Completion of a building will

be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name City of Norwood, Payneham and St. Peters

Email developmentassessment@npsp.sa.gov.au

Phone 0883664530

Notifications may also be provided via the SA planning portal.



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: 120 The Parade Pty Ltd C/O - MasterPlan
Postal address: 33 CARRINGTON STREET ADELAIDE SA 5000
Email: gregv@masterplan.com.au

IN REGARD TO:

Development application no.: 23022802	Lodged on: 17 Aug 2023
Nature of proposed development: Variation to Development Application 21036230 to alter access and car parking configuration, vary the apartment layout and floor plan and alter the external appearance through a change in the colours, materials and finishes.	

Stages

Number	Stage Description
2 of 3	Full approval (excluding fit-out for Level 7)

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 120 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 124 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 126 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 128 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-132 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 5 CHURCH AV NORWOOD SA 5067



Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
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DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	2 Jan 2024	3	0	State Planning Commission
Building Consent Stage 1	Granted	5 Mar 2024	0	0	Brett Fennell
Staged Development Approval - Planning Consent; Building Consent Stage 1	Granted	12 Mar 2024	3	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 2	Granted	18 Nov 2024	0	0	Brett Fennell
Staged Development Approval - Building Consent Stage 2	Granted	28 Nov 2024	0	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 3	Still Required				Brett Fennell
Development Approval - Building Consent Stage 3	Still Required				City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: City of Norwood, Payneham and St. Peters
Date: 2 Jul 2026

MINOR VARIATION TO PREVIOUS AUTHORISATION

Consent affected	Description of minor variation	Date minor variation endorsed*	Entity responsible for decision
Building Consent Stage 2; Development Approval For: Building Consent - Stage 2	Additional of external retractable blinds	2 Jul 2026	Brett Fennell; City of Norwood, Payneham and St. Peters
Planning Consent; Building Consent Stage 1; Development Approval For: Planning Consent Building Consent - Stage 1	Amendments to internal layout and number of apartments, change to services and amenities, retail component and external elevations, colours, materials and finishes.		State Planning Commission; Brett Fennell; City of Norwood, Payneham and St. Peters
Planning Consent; Building Consent Stage 1; Development Approval For: Planning Consent Building Consent - Stage 1; Building Consent Stage 2; Development Approval For: Building Consent - Stage 2	Shopfront Alternations (Local Heritage Place)	15 Oct 2025	State Planning Commission; Brett Fennell; City of Norwood, Payneham and St. Peters
Planning Consent	Change to Ground Floor Building Facade (Tenancy G-06) to accommodate tenant requirements	29 Sept 2025	State Planning Commission

** Date minor variation endorsed does not affect operative date of original consent.*

CONDITIONS

Planning Consent

Condition 1

The development authorisation granted herein shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

The plans and conditions with respect to Development Application 21036230 must be fully complied with except where varied by this variation application and conditions.

Condition 3

All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2018 (Part 3) to ensure that stormwater does not adversely affect any building, adjoining property or public road.

Building Consent Stage 1

None

Building Consent Stage 2

None

ADVISORY NOTES

Planning Consent

Advisory Note 1

This variation consent or approval will lapse at the expiration of 24 months from the operative date of the original consent or approval (unless this period has been extended by the Relevant Authority).

Advisory Note 2

The approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

Advisory Note 3

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the ERD Court if wishing to appeal. The ERD Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Advisory Note 4

No works, including site works can commence until a Development Approval has been granted.

Advisory Note 5

All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

Advisory Note 6

The applicant is reminded of the requirements of the Fences Act 1975. Should the proposed works require the removal, alteration or repair of an existing boundary fence or the erection of a new boundary fence, a 'Notice of Intention' shall be served to adjoining owners. Please contact the Legal Services Commission for further advice on 1300 366 424 or refer to their web site at www.lsc.sa.gov.au.

Advisory Notes imposed by City of Norwood, Payneham and St. Peters under Section 122 of the Act

Advisory Note 7

The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council pursuant to the *Local Government Act 1999* prior to any works being undertaken. Further information may be obtained by contacting Council's Public Realm Compliance Officer on 8366 4513.

Advisory Note 8

The Applicant is advised that the condition of the footpath, kerbing, vehicular crossing point, street tree(s) and any other Council infrastructure located adjacent to the subject land will be inspected by the Council prior to the commencement of building work and at the completion of building work. Any damage to Council infrastructure that occurs during construction must be rectified as soon as practicable and in any event, no later than four (4) weeks after substantial completion of the building work. The Council reserves its right to recover all costs associated with remedying any damage that has not been repaired in a timely manner from the appropriate person.

Building Consent Stage 1

BuildSurv Job Number: 2022.7325.3

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgement with BuildSurv (National Construction Code – Volume 1 - BCA2019) as part of 21036230.

This is a Staged Consent for the FULL STRUCTURAL APPROVAL part of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and SUBSTRUCTURE as part of DA 21036230 and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the adjacent buildings. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Building Consent Stage 2

Advisory Note 1

BuildSurv Job Number: 2022.7325 (Stage 2)

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgement with BuildSurv (National Construction Code – Volume 1 - BCA2019_Amendment 1).

This is a Staged Consent for the FULL BASE BUILDING APPROVAL (excluding townhouse fit-out in Level 7) of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous staged Building Consent has been issued for the following Stages and shall be read in conjunction with this Consent:

· **STRUCTURAL (Issued: 5/3/24)**

Where proprietary type materials are specified and accompanied by the following note 'or similar' the applicant shall provide details to the Certifier if the proprietary item is not used.

Please note that building work which forms part of this decision cannot commence unless or until the development is approved under the Act.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Materials and assemblies used in the building must comply with the *fire hazard properties* in accordance with the requirements of BCA-C1.10.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Adequate egress provisions shall be maintained to areas continuing to be occupied during construction. Evacuation procedures may need to be developed to ensure occupant safety for the duration of the proposed works.

A person must not occupy a building on which building work is carried out unless an appropriate certificate of occupancy has been issued for the building.

A copy of the completed **Statement of Compliance, Parts A & B** and a copy of the certificate of compliance for each essential safety provision **Form 2** (attached to the applicant's copy of this consent) for the building work must be provided to BuildSurv after a notice of completion with respect to the building work is given.

- **Part A** of the statement must be signed by the licensed building work contractor responsible for carrying out the relevant building work or, if there is no such person, by a registered building work supervisor or a private certifier;
- **Part B** must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- **Form 2** must be signed by the installer of the safety provision or, if the installer is a company, signed by the manager responsible for the installation work.

For the issue of a **certificate of occupancy** pursuant to section 152(3)(b) of the Act, the following documentation is required to be provided to BuildSurv:

- a) a copy of a Statement of Compliance, duly completed in accordance with the requirements of regulation 104, that relates to any relevant building work, together with any documentation required under regulation 57(8)(c);
- b) unless already provided—a copy of any certificate of compliance under regulation 94(7) (if relevant);
- c) if the development has been approved subject to conditions, such evidence as the council may reasonably require to show that the conditions have been satisfied;
- d) if the application relates to the construction or alteration of part of a building and further building work is envisaged in respect of the remainder of the building, such evidence as the council may reasonably require to show—
 - 1) in the case of a building more than 1 storey—that the requirements of any relevant Ministerial building standard have been complied with; or
 - 2) in any other case—that the building is suitable for occupation copy of the certificate of compliance for each essential safety provision (Form 2 attached to the applicant's copy of the consent), signed by the installer of the safety provision or, if the installer is a company, signed by the manager responsible for the installation work; and
- e) if the development has been approved subject to conditions, information as/if required to satisfy the conditions; and
- f) where a building is -
 - i. to be equipped with a booster assembly for use by a fire authority; or
 - ii. to have installed a fire alarm that transmits a signal to a fire station or to a monitoring service; and
 - iii. facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act,
 the **report from the fire authority** as to whether those facilities have been installed and operate satisfactorily.

Advisory Note 2

Essential safety provisions are required to be installed and maintained to approved operating standards as set out in the schedule attached hereto.

The owner of a building in relation to which a schedule of essential safety provisions has been issued must, as soon as practicable after the end of each calendar year, provide to the council adequate proof of the carrying out of maintenance and testing in respect of those safety provisions for that calendar year. The owner must not use or permit the use of the building unless maintenance and testing have been carried out in respect of each essential safety provision of the building in accordance with Ministerial Building Standard MBS001 as in force at the time of the consent in respect of the building work in the course of which the essential safety provision was installed or, in the case of a building in which essential safety provisions were required under any former regulations under the Development Act 1993 or, the Building Act 1971, in accordance with the requirements that applied to that building under those regulations.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;
- b) completion of the building work.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Heated water supply systems for food preparation and sanitary purposes shall be designed and installed in accordance with Part B2 of NCC Volume Three — Plumbing Code of Australia.

Roof stormwater drainage including the box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS3500.3. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

Wet area details shall comply with BCA-SA F1.7 and AS3740. Waterproof membranes must comply with AS/NZS 4858 Wet Area Membranes.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: Brett Fennell - BuildSurv Pty Ltd	Type of consent: Building
Telephone: 08 8223 4028	Email: reception@buildsurv.com.au
Postal address: Level 8, 70 Pirie Street, Adelaide SA 5000	

Name: State Planning Commission	Type of consent: Planning
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

BUILDING CLASSIFICATION/S

Building Consent Stage 1

Essential safety provisions apply: No

Building work Full structural

Building Classification	Approved number of occupants
5 - Office for professional or commercial purposes	0
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0
7A - Carpark	0
2 - Building containing two or more sole occupancy units	0

Building Consent Stage 2

Essential safety provisions apply: Yes

Building work All works other than L7 fit-out

Building Classification	Approved number of occupants
5 - Office for professional or commercial purposes	109 (L1)
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	435
7A - Carpark	82 (Basement), 52 (Ground)
2 - Building containing two or more sole occupancy units	N/A

REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building Consent Stage 1

Building work Full structural

- Completion of Building work (1 business day's notice)

Building Consent Stage 2

Building work All works other than L7 fit-out

- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Consent Stage 1

Building Work Full structural

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 2

Building Work All works other than L7 fit-out

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

- Prior to the completion of works the builder shall provide evidence of a successful full façade waterproofing test being undertaken (as prescribed by Eureka Façade Engineering).

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building Consent Stage 1

Building work Full structural

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building Consent Stage 2

Building work All works other than L7 fit-out

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied. A Certificate of Occupancy is not required for a Class 10 building or for a Class 1a building where the application for building consent is lodged and verified within the SA planning portal before 1 October 2024. In the meantime, a person must not occupy a Class 1a building for which a Certificate of Occupancy is not required unless it meets the minimum standards for occupancy under regulation 103H(2).

Completion of a building will be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name City of Norwood, Payneham and St. Peters

Email developmentassessment@npsp.sa.gov.au

Phone 0883664530

Notifications may also be provided via the SA planning portal.

PROPERTY INTEREST REPORT

Annexure to Form 1 Statement

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6318/345	Reference No. 2808845
Registered Proprietors	T*O'NEIL	Prepared 11/08/2026 11:44
Address of Property	Lot 305 THE PARADE, NORWOOD, SA 5067	
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS	
Local Govt. Address		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
------------------------	--

1. General

1.1	Mortgage of land <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.3	Restrictive covenant <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

2. **Aboriginal Heritage Act 1988**

2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

- 5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item

[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

also

Contact the Local Government Authority for other details that might apply

- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- | | | |
|------|--|--|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply |
| | | also |
| | | Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|--|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | <p>An Emergency Services Levy Certificate will be forwarded.
 If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
 www.revenuesaonline.sa.gov.au</p> |
|-----|---------------------------------|--|

8. Environment Protection Act 1993

- | | | |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) does not have any current Performance Agreements registered on this title |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) does not have any current Environment Protection Orders registered on this title |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) does not have any current Clean-up orders registered on this title |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) does not have any current Clean-up authorisations registered on this title |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | EPA (SA) does not have any current Orders registered on this title |

- | | | |
|------|--|--|
| 8.9 | section 103P - Notation of site contamination audit report in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.10 | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | EPA (SA) does not have any current Orders registered on this title |

9. ***Fences Act 1975***

- | | | |
|-----|---|--------------------------------------|
| 9.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
|-----|---|--------------------------------------|

10. ***Fire and Emergency Services Act 2005***

- | | | |
|------|---|---|
| 10.1 | section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire | Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor |
|------|---|---|

11. ***Food Act 2001***

- | | | |
|------|---------------------------------|---|
| 11.1 | section 44 - Improvement notice | Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 11.2 | section 46 - Prohibition order | Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply |

12. ***Ground Water (Qualco-Sunlands) Control Act 2000***

- | | | |
|------|---|---|
| 12.1 | Part 6 - risk management allocation | Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title |
| 12.2 | section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property | DEW Water Licensing has no record of any notice affecting this title |

13. ***Heritage Places Act 1993***

- | | | |
|------|---|---|
| 13.1 | section 14(2)(b) - Registration of an object of heritage significance | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.2 | section 17 or 18 - Provisional registration or registration | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.3 | section 30 - Stop order | Heritage Branch in DEW has no record of any stop order affecting this title |
| 13.4 | Part 6 - Heritage agreement | Heritage Branch in DEW has no record of any agreement affecting this title

also

Refer to the Certificate of Title |
| 13.5 | section 38 - "No development" order | Heritage Branch in DEW has no record of any "No development" order affecting this title |

14. ***Highways Act 1926***

- | | | |
|------|--|--|
| 14.1 | Part 2A - Establishment of control of access from any road abutting the land | Transport Assessment Section within DIT has no record of any registration affecting this title |
|------|--|--|

15. ***Housing Improvement Act 1940 (repealed)***

- | | | |
|------|--|--|
| 15.1 | section 23 - Declaration that house is undesirable or unfit for human habitation | Contact the Local Government Authority for other details that might apply |
| 15.2 | Part 7 (rent control for substandard houses) - notice or declaration | Housing Safety Authority has no record of any notice or declaration affecting this title |

16. ***Housing Improvement Act 2016***

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
19. <i>Land Tax Act 1936</i>		
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. <i>Local Government Act 1934 (repealed)</i>		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
21. <i>Local Government Act 1999</i>		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
22. <i>Local Nuisance and Litter Control Act 2016</i>		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i>		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
24. <i>Mining Act 1971</i>		
24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details
24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

also

Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider
DEW Native Vegetation has no record of any agreement affecting this title
also

Refer to the Certificate of Title

25.3 section 25D - Management agreement
DEW Native Vegetation has no record of any agreement affecting this title
also

Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation
DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004 (repealed)*

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board
The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty
The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object
The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit
The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant
The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants
The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve
The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant
The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act
The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1 section 21 - Notice of levy or contribution payable
Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

28.1 section 23(1) - Notice of contribution payable
The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item**
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply

29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. *Public and Environmental Health Act 1987 (repealed)*

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM will respond with details relevant to this item

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

- 36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|--|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.



Certificate of Title

Title ReferenceCT 6318/345

StatusCURRENT

EasementNO

Owner Number18473201

Address for NoticesLOT 305, 3 CHURCH AV NORWOOD, SA 5067

AreaNOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

TARNYA O'NEIL
OF LOT 305 3 CHURCH AVENUE NORWOOD SA 5067

Description of Land

LOT 305 SECONDARY COMMUNITY STRATA PLAN 43810
IN THE AREA NAMED NORWOOD
HUNDRED OF ADELAIDE

Last Sale Details

Dealing ReferenceTRANSFER (T) 14590965

Dealing Date11/08/2025

Sale Price\$2,661,125

Sale TypeFULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14590966	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1501811324	CURRENT	Lot 305 THE PARADE, NORWOOD, SA 5067

Notations

Dealings Affecting Title



NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
18/07/2025 14:09	14575281	BY-LAWS	FILED
18/07/2025 14:09	14575282	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

AFFECTED BY C43809

Administrative Interests

NIL

Valuation Record

Valuation Number	1501811324
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2026
Property Location	Lot 305 THE PARADE, NORWOOD, SA 5067
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	TARNYA O'NEIL
Owner Number	18473201
Address for Notices	LOT 305, 3 CHURCH AV NORWOOD, SA 5067
Zone / Subzone	UC(MS) - Urban Corridor (Main Street)
Water Available	Yes
Sewer Available	Yes
Land Use	1323 - Third Floor Home Unit
Description	APART 2CP BALC
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C43810 LOT 305	CT 6318/345

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$225,000	\$1,825,000			



Building Details

Valuation Number	1501811324
Building Style	High Rise Home Units (lifts)
Year Built	2024
Building Condition	Very Good
Wall Construction	Composite Construction
Roof Construction	Colourbond
Equivalent Main Area	193 sqm
Number of Main Rooms	6

Note – this information is not guaranteed by the Government of South Australia



Product
Date/Time
Customer Reference
Order ID

Check Search
11/08/2026 11:44AM
JO01979
20260811004758

Certificate of Title

Title Reference: CT 6318/345
Status: CURRENT
Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
18/07/2025	25/07/2025	14575281	BY-LAWS	FILED	C43810
18/07/2025	25/07/2025	14575282	SCHEME DESCRIPTION	FILED	C43810

Registrar-General's Notes

AFFECTED BY C43809

STATE PLANNING COMMISSION RESPONSE TO PIR

Annexure to Form 1 Statement

Contact	Planning Services
Phone:	7133 3030
Email	Dhud.planningservices@sa.gov.au



Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

17 August 2026

Tuckfield Agent Solutions
3-197 Main South Road
MORPHETT VALE SA 5162

Dear Sir/Madam

**Re: *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry*
 Property at The Parade, Norwood (lot 305 in CP 43810)
 Registered Proprietor(s): T O'Neil**

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 6318 Folio 345 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2808845 dated 11/8/26).

The land is the subject of an application for development which was granted approval, subject to certain conditions, by the State Planning Commission pursuant to the *Planning Development and Infrastructure Act 2016*. A copy of the Planning Decision Notification is attached (refer item 29.2 of the PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 5.1 or 6.1 of the PIR.

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Martin De Jager
Email: martin@prestigtownplanning.com.au

IN REGARD TO:

Development application no.: 25018987	Lodged on: 7 Jul 2025
Nature of proposed development: Fit-out for restaurant and associated business identification signage (3 signs)	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Additional Location Information: Tenancy G-02		
Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 -134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

DECISION:

This form constitutes the form of a decision notification under section 126(1) of the Planning, Development and Infrastructure Act 2016, as determined by the Minister for Planning for the Purposes of regulation 57(1) of the Planning, Development and Infrastructure (General) Regulations 2017. Published: 7 July 2022.



Government of South Australia

Department for Trade
and Investment

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	9 Sept 2025	7	0	State Planning Commission
Building Consent	Granted	19 Sept 2025	1	0	ANDY QUACH
Development Approval - Planning Consent; Building Consent	Granted	22 Sept 2025	8	0	City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: City of Norwood, Payneham and St. Peters

Date: 22 Sept 2025

CONDITIONS

Planning Consent

Condition 1

The development authorisation granted herein shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

The hours of operation herein approved are as follows:

- Monday 8.30am to 5pm
- Tuesday 8.30am to 5pm
- Wednesday 8.30am to 5pm
- Thursday 8.30am to 10pm
- Friday 8.30am to 5pm
- Saturday 8.30am to 10pm
- Sunday 8.30am to 3pm

Any variation to these hours of operation will require a further consent.

Condition 3

The plans and conditions with respect to Development Application 21036230 must be fully complied with except where varied by this variation application and conditions.

Conditions imposed by Commissioner of Highways under Section 122 of the Act

Condition 4

The signs shall be installed as shown on the Drawing Renders produced by ACRD, Drawing No. A8-02, Revision TP1, Dated 14/05/2024.

Condition 5

The illuminated signage shall be permitted to use LED lighting for internal illumination of a light box only.

Condition 6

The illuminated signage shall be limited to a low level of illumination so as to minimise distraction to motorists ($\leq 150\text{cd/m}^2$).

Condition 7

The signage shall not contain any element that flashes, scrolls, moves or changes, or imitates a traffic control device.

Building Consent

The development shall be in accordance with the approved plans, specification and details and with the conditions of the approval.

Reason: To ensure that the development is undertaken in accordance with the approved plans, details and conditions of approval.

ADVISORY NOTES

Planning Consent

Advisory Note 1

The approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

Advisory Note 2

This consent or approval will lapse at the expiration of 24 months from its operative date (unless this period has been extended by the Relevant Authority).

Advisory Note 3

No works, including site works can commence until a Development Approval has been granted.

Advisory Note 4

All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

Advisory Note 5

The Applicant is advised that the property is a Local Heritage Place and that approval must be obtained for any works involving the construction, demolition, removal, conversion, alteration or addition to most building and/or structure (including fencing).

Advisory Note 6

The consent issued herein does not extend to works to the front verandah.

The applicant/owner is reminded of Condition 7 attached to Planning Consent DA 21036230 which read *Final details of the verandah post detailing, including top moulding, lower moulding, decorative corner brackets, and half post design be provided to the satisfaction of Council prior to the issue of Development Approval.*

Building Consent

Advisory Note 1

This application has been assessed for compliance with the Planning Development and Infrastructure Act 2016

Advisory Note 2

Pursuant to Section 216 of the Planning Development and Infrastructure Act, building work must be performed in accordance with the approved documents. Changes to building materials or systems that may effect the structural soundness or safety of a building, must be approved by Checkpoint Building Surveyors. In considering a proposal to substitute building items, Checkpoint Building Surveyors may require the submission of evidence to show that proposed products or systems meet the Deemed-to-Satisfy provisions, or Performance Requirements, of the Building Code.

Advisory Note 3

Other authority approvals, including connections for electricity, gas, water and sewer services are the responsibility of the relevant authority.

Advisory Note 4

This consent applies solely to works within the site boundaries and is not intended to indicate acceptance of the works in the public realm, which must be to the approval of the relevant local council.

Advisory Note 5

Your attention is drawn to Section 139 of the Planning Development and Infrastructure Act 2016 and Regulation 75 of the Development Regulations in relation to taking precautions to protect adjoining premises that may be affected by any building work.

Advisory Note 6

On completion, the builder must provide to the council and Checkpoint Building Surveyors a statement of compliance of the building work with the approved documents, pursuant to Division 2 – Notifications of the Planning Development and Infrastructure Act 2016

Advisory Note 7

The person responsible for undertaking the building work on the subject land (builder, owner-builder, etc) must ensure that the relevant authority (council that has issued the Development Approval) is notified at the prescribed stages and periods as outlined under Regulation 74 of the Development Regulations 2008.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: ANDY QUACH - Checkpoint Building Surveyors	Type of consent: Building
Telephone: 0755000100	Email: scottd@check-point.com.au
Postal address: 8/25 Harbour Village Parade, Coomera Waters QLD 4209	

Name: State Planning Commission	Type of consent: Planning
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

BUILDING CLASSIFICATION/S

Essential safety provisions apply: Yes

Building work Retail Tenancy Fitout - Tenancy G-02 San Churro

Building Classification	Approved number of occupants
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	47

REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building work Retail Tenancy Fitout - Tenancy G-02 San Churro

- Commencement of Building work (1 business day's notice)
- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Work Retail Tenancy Fitout - Tenancy G-02 San Churro

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building work Retail Tenancy Fitout - Tenancy G-02 San Churro

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes
The Certificate of Occupancy will be issued by: The building certifier

Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied. A Certificate of Occupancy is not required for a Class 10 building or for a Class 1a building where the application for building consent is lodged and verified within the SA planning portal before 1 October 2024. In the meantime, a person must not occupy a Class 1a building for which a Certificate of Occupancy is not required unless it meets the minimum standards for occupancy under regulation 103H(2).

Completion of a building will be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name City of Norwood, Payneham and St. Peters

Email developmentassessment@npsp.sa.gov.au

Phone 0883664530

Notifications may also be provided via the SA planning portal.



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: 120 The Parade Pty Ltd C/O - MasterPlan
Postal address: 33 CARRINGTON STREET ADELAIDE SA 5000
Email: gregv@masterplan.com.au

IN REGARD TO:

Development application no.: 23022802	Lodged on: 17 Aug 2023
Nature of proposed development: Variation to Development Application 21036230 to alter access and car parking configuration, vary the apartment layout and floor plan and alter the external appearance through a change in the colours, materials and finishes.	

Stages

Number	Stage Description
2 of 3	Full approval (excluding fit-out for Level 7)

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 120 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 124 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 126 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 128 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-132 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 5 CHURCH AV NORWOOD SA 5067		
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Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
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DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	2 Jan 2024	3	0	State Planning Commission
Building Consent Stage 1	Granted	5 Mar 2024	0	0	Brett Fennell
Staged Development Approval - Planning Consent; Building Consent Stage 1	Granted	12 Mar 2024	3	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 2	Granted	18 Nov 2024	0	0	Brett Fennell
Staged Development Approval - Building Consent Stage 2	Granted	28 Nov 2024	0	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 3	Still Required				Brett Fennell
Development Approval - Building Consent Stage 3	Still Required				City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: City of Norwood, Payneham and St. Peters
Date: 15 Oct 2025

MINOR VARIATION TO PREVIOUS AUTHORISATION

Consent affected	Description of minor variation	Date minor variation endorsed*	Entity responsible for decision
Planning Consent; Building Consent Stage 1; Development Approval For: Planning Consent Building Consent - Stage 1	Amendments to internal layout and number of apartments, change to services and amenities, retail component and external elevations, colours, materials and finishes.		State Planning Commission; Brett Fennell; City of Norwood, Payneham and St. Peters
Planning Consent; Building Consent Stage 1; Development Approval For: Planning Consent Building Consent - Stage 1; Building Consent Stage 2; Development Approval For: Building Consent - Stage 2	Shopfront Alternations (Local Heritage Place)	15 Oct 2025	State Planning Commission; Brett Fennell; City of Norwood, Payneham and St. Peters
Planning Consent	Change to Ground Floor Building Facade (Tenancy G-06) to accommodate tenant requirements	29 Sept 2025	State Planning Commission

* Date minor variation endorsed does not affect operative date of original consent.

CONDITIONS

Planning Consent

Condition 1

The development authorisation granted herein shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

The plans and conditions with respect to Development Application 21036230 must be fully complied with except where varied by this variation application and conditions.

Condition 3

All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2018 (Part 3) to ensure that stormwater does not adversely affect any building, adjoining property or public road.

Building Consent Stage 1

None

Building Consent Stage 2

None

ADVISORY NOTES

Planning Consent

Advisory Note 1

This variation consent or approval will lapse at the expiration of 24 months from the operative date of the original consent or approval (unless this period has been extended by the Relevant Authority).

Advisory Note 2

The approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

Advisory Note 3

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the ERD Court if wishing to appeal. The ERD Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Advisory Note 4

No works, including site works can commence until a Development Approval has been granted.

Advisory Note 5

All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

Advisory Note 6

The applicant is reminded of the requirements of the Fences Act 1975. Should the proposed works require the removal, alteration or repair of an existing boundary fence or the erection of a new boundary fence, a 'Notice of Intention' shall be served to adjoining owners. Please contact the Legal Services Commission for further advice on 1300 366 424 or refer to their web site at www.lsc.sa.gov.au.

Advisory Notes imposed by City of Norwood, Payneham and St. Peters under Section 122 of the Act

Advisory Note 7

The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council pursuant to the *Local Government Act 1999* prior to any works being undertaken. Further information may be obtained by contacting Council's Public Realm Compliance Officer on 8366 4513.

Advisory Note 8

The Applicant is advised that the condition of the footpath, kerbing, vehicular crossing point, street tree(s) and any other Council infrastructure located adjacent to the subject land will be inspected by the Council prior to the commencement of building work and at the completion of building work. Any damage to Council infrastructure that occurs during construction must be rectified as soon as practicable and in any event, no later than four (4) weeks after substantial completion of the building work. The Council reserves its right to recover all costs associated with remedying any damage that has not been repaired in a timely manner from the appropriate person.

Building Consent Stage 1

BuildSurv Job Number: 2022.7325.3

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgement with BuildSurv (National Construction Code – Volume 1 - BCA2019) as part of 21036230.

This is a Staged Consent for the FULL STRUCTURAL APPROVAL part of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and SUBSTRUCTURE as part of DA 21036230 and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the adjacent buildings. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Building Consent Stage 2

Advisory Note 1

BuildSurv Job Number: 2022.7325 (Stage 2)

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgement with BuildSurv (National Construction Code – Volume 1 - BCA2019_Amendment 1).

This is a Staged Consent for the FULL BASE BUILDING APPROVAL (excluding townhouse fit-out in Level 7) of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous staged Building Consent has been issued for the following Stages and shall be read in conjunction with this Consent:

· **STRUCTURAL (Issued: 5/3/24)**

Where proprietary type materials are specified and accompanied by the following note 'or similar' the applicant shall provide details to the Certifier if the proprietary item is not used.

Please note that building work which forms part of this decision cannot commence unless or until the development is approved under the Act.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Materials and assemblies used in the building must comply with the *fire hazard properties* in accordance with the requirements of BCA-C1.10.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Adequate egress provisions shall be maintained to areas continuing to be occupied during construction. Evacuation procedures may need to be developed to ensure occupant safety for the duration of the proposed works.

A person must not occupy a building on which building work is carried out unless an appropriate certificate of occupancy has been issued for the building.

A copy of the completed **Statement of Compliance, Parts A & B** and a copy of the certificate of compliance for each essential safety provision **Form 2** (attached to the applicant's copy of this consent) for the building work must be provided to BuildSurv after a notice of completion with respect to the building work is given.

· **Part A** of the statement must be signed by the licensed building work contractor responsible for carrying out the relevant building work or, if there is no such person, by a registered building work supervisor or a private certifier;

· **Part B** must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

· **Form 2** must be signed by the installer of the safety provision or, if the installer is a company, signed by the manager responsible for the installation work.

For the issue of a **certificate of occupancy** pursuant to section 152(3)(b) of the Act, the following documentation is required to be provided to BuildSurv:

- a) a copy of a Statement of Compliance, duly completed in accordance with the requirements of regulation 104, that relates to any relevant building work, together with any documentation required under regulation 57(8)(c);
- b) unless already provided—a copy of any certificate of compliance under regulation 94(7) (if relevant);
- c) if the development has been approved subject to conditions, such evidence as the council may reasonably require to show that the conditions have been satisfied;
- d) if the application relates to the construction or alteration of part of a building and further building work is envisaged in respect of the remainder of the building, such evidence as the council may reasonably require to show—
 - 1) in the case of a building more than 1 storey—that the requirements of any relevant Ministerial building standard have been complied with; or
 - 2) in any other case—that the building is suitable for occupation copy of the certificate of compliance for each essential safety provision (Form 2 attached to the applicant's copy of the consent), signed by the installer of the safety provision or, if the installer is a company, signed by the manager responsible for the installation work; and
- e) if the development has been approved subject to conditions, information as/if required to satisfy the conditions; and
- f) where a building is -
 - i. to be equipped with a booster assembly for use by a fire authority; or
 - ii. to have installed a fire alarm that transmits a signal to a fire station or to a monitoring service; and
 - iii. facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act,
 the **report from the fire authority** as to whether those facilities have been installed and operate satisfactorily.

Advisory Note 2

Essential safety provisions are required to be installed and maintained to approved operating standards as set out in the schedule attached hereto.

The owner of a building in relation to which a schedule of essential safety provisions has been issued must, as soon as practicable after the end of each calendar year, provide to the council adequate proof of the carrying out of maintenance and testing in respect of those safety provisions for that calendar year. The owner must not use or permit the use of the building unless maintenance and testing have been carried out in respect of each essential safety provision of the building in accordance with Ministerial Building Standard MBS001 as in force at the time of the consent in respect of the building work in the course of which the essential safety provision was installed or, in the case of a building in which essential safety provisions were required under any former regulations under the Development Act 1993 or, the Building Act 1971, in accordance with the requirements that applied to that building under those regulations.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;
- b) completion of the building work.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Heated water supply systems for food preparation and sanitary purposes shall be designed and installed in accordance with Part B2 of NCC Volume Three — Plumbing Code of Australia.

Roof stormwater drainage including the box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS3500.3. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

Wet area details shall comply with BCA-SA F1.7 and AS3740. Waterproof membranes must comply with AS/NZS 4858 Wet Area Membranes.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: Brett Fennell - BuildSurv Pty Ltd	Type of consent: Building
Telephone: 08 8223 4028	Email: reception@buildsurv.com.au
Postal address: Level 8, 70 Pirie Street, Adelaide SA 5000	

Name: State Planning Commission	Type of consent: Planning
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

BUILDING CLASSIFICATION/S

Building Consent Stage 1

Essential safety provisions apply: No

Building work Full structural

Building Classification	Approved number of occupants
5 - Office for professional or commercial purposes	0
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0
7A - Carpark	0
2 - Building containing two or more sole occupancy units	0

Building Consent Stage 2

Essential safety provisions apply: Yes

Building work All works other than L7 fit-out

Building Classification	Approved number of occupants
5 - Office for professional or commercial purposes	109 (L1)
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	435
7A - Carpark	82 (Basement), 52 (Ground)
2 - Building containing two or more sole occupancy units	N/A

REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building Consent Stage 1

Building work Full structural

- Completion of Building work (1 business day's notice)

Building Consent Stage 2

Building work All works other than L7 fit-out

- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Consent Stage 1

Building Work Full structural

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 2

Building Work All works other than L7 fit-out

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

- Prior to the completion of works the builder shall provide evidence of a successful full façade waterproofing test being undertaken (as prescribed by Eureka Façade Engineering).

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building Consent Stage 1

Building work Full structural

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building Consent Stage 2

Building work All works other than L7 fit-out

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Yes

The Certificate of Occupancy will be issued by: The building certifier

Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied. A Certificate of Occupancy is not required for a Class 10 building or for a Class 1a building where the application for building consent is lodged and verified within the SA planning portal before 1 October 2024. In the meantime, a person must not occupy a Class 1a building for which a Certificate of Occupancy is not required unless it meets the minimum standards for occupancy under regulation 103H(2).

Completion of a building will be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name City of Norwood, Payneham and St. Peters

Email developmentassessment@npsp.sa.gov.au

Phone 0883664530

Notifications may also be provided via the SA planning portal.



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: 120 The Parade Pty Ltd
Postal address: 33 CARRINGTON STREET ADELAIDE SA 5000
Email: gregv@masterplan.com.au

IN REGARD TO:

Development application no.: 21036230	Lodged on: 1 Dec 2021
Nature of proposed development: Conservation and adaptive reuse of Local Heritage Items, building demolition, and construction of a multi-storey mixed-use building comprising residential apartments, offices, shops, and ancillary off-street parking.	

Stages

Number	Stage Description
3 of 4	Superstructure

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 120 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 124 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 126 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 128 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-132 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 5 CHURCH AV NORWOOD SA 5067



Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
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DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	15 Aug 2022	13	0	State Planning Commission
Building Consent Stage 1	Granted	8 Dec 2022	1	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Planning Consent; Building Consent Stage 1	Granted	16 Feb 2023	14	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 2	Granted	26 May 2023	0	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Building Consent Stage 2	Granted	5 Jul 2023	0	0	City of Norwood, Payneham and St. Peters
Building Consent Stage 3	Granted	26 Sep 2023	0	0	Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Staged Development Approval - Building Consent Stage 3	Still Required				City of Norwood, Payneham and St. Peters
Building Consent Stage 4	Still Required				Brett Fennell - BuildSurv Pty Ltd - Building Level 1
Development Approval - Building Consent Stage 4	Still Required				City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: Brett Fennell - BuildSurv Pty Ltd - Building Level 1

Date: 4 Oct 2023

CONDITIONS**Planning Consent****Condition 1**

The development granted Planning Consent shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

Waste and service vehicles shall only service the site only between the hours of 7:00am to 3:00pm Monday to Friday, with no collections on weekends or Public Holidays.

Condition 3

All bicycle parks shall be designed and constructed in accordance with Australian Standard AS2890.3- 2015.

Condition 4

All vehicle car parks, driveways and vehicle entry and maneuvering areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) prior to the occupation or use of the development.

Condition 5

The development will comply with noise level criteria specified in Environmental Protection (Noise) Policy 2007 (under the Environmental Protection Act). This includes noise from roof-level plant and equipment with consideration given to the adjacent properties. Noise attenuation devices and visual screening will be implemented as necessary.

Condition 6

A 'left turn out only' sign shall be installed at the exit of the undercover car park and service area, to ensure passenger and service vehicles exit towards The Parade.

Condition 7

Final details of the verandah post detailing, including top moulding, lower moulding, decorative corner brackets, and half post design be provided to the satisfaction of Council prior to the issue of Development Approval.

Conditions imposed by Commissioner of Highways under Section 122 of the Act

Condition 8

All access the site shall be gained as shown on the Cheeseman Architects Plan - Ground, Drawing No 20126_SCP-10, Dated October 2021. The direct access to The Parade shall be limited to ingress movements of small service vehicles only (i.e. up to 5.2 metres long). The access points shall be signed/line marked to reinforce the desired traffic flow.

Condition 9

All vehicles associated with the development shall enter and exit The Parade in a forward direction.

Condition 10

Stormwater run-off shall be collected on-site and discharged without impacting the integrity and safety of the adjacent roads. Any alterations to the road drainage infrastructure required to facilitate this shall be at the applicant's expense.

Condition 11

Any infrastructure within the road reserve that is demolished, altered, removed or damaged during the construction of the project shall be reinstated to the satisfaction of the relevant asset owner, with all costs being borne by the applicant.

Condition 12

The 4.5 metres x 4.5 metres corner cut-off at the Church Street/The parade corner shall be kept clear of all obstructions at ground level at all times to ensure unobstructed vehicular and pedestrian sightlines.

Condition 13

A Construction Traffic Management Plan for the construction period of the development shall be produced to the satisfaction of DIT and Council prior to the commencement of construction. This plan shall detail the types and distributions of traffic and how they will be managed.

Building Consent Stage 1

The design engineer shall inspect and certify the proposed propping of the remaining existing walls to confirm the detailing of the temporary and permanent structure.

Reason: To confirm the remaining walls are adequately supported.

Building Consent Stage 2

None

Building Consent Stage 3

None

ADVISORY NOTES

Planning Consent

Advisory Note 1

This consent or approval will lapse at the expiration of 24 months from its operative date (unless this period has been extended by the State Planning Commission).

Advisory Note 2

The approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

Advisory Note 3

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the ERD Court if wishing to appeal. The ERC Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Advisory Note 4

No advertisement/signage shall be affixed to the building, or on the site of the approved development, unless it has received Development Approval from the Relevant Authority.

Advisory Notes imposed by Commissioner of Highways under Section 122 of the Act

Advisory Note 5

The subject site is affected by a requirement shown on the Metropolitan Adelaide Road Widening Plan (MARWP) for a 4.5 metres x 4.5 metres cut-off at the Church Street/The Parade intersection. The consent of the Commissioner of Highways under the *Metropolitan Adelaide Road Widening Plan Act 1972* is required for all building works on or within 6 metres of the possible requirement.

Consent under the *Metropolitan Adelaide Road Widening Plan Act 1972* is required, as portions of the development encroach within the above areas. The applicant should fill out the attached consent form and return it to DIT along with three copies of the approved site plans.

Advisory Note 6

On-street parking adjacent to the service ingress on The Parade is likely to require some modification to facilitate convenient entry movements of vehicles. Any modifications to the on-street parking will require the consent of the City of Norwood, Payneham and St Peters.

Building Consent Stage 1

BuildSurv Job Number: 2022.7325.1

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the DEMOLITION of the development only. An additional consent is required prior to the commencement of any other portion of the works.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

The BCA does not contain deemed to satisfy provisions for demolition works - the applicant should liaise separately with the relevant authority SafeWork SA a division of Department of Premier and Cabinet.

Building Consent Stage 2

BuildSurv Job Number: 2022.7325.2

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the SUBSTRUCTURE of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the structure. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

The assessment of the footing design is based on the minimum requirements of the BCA and AS2870. Additional advice should be sought from the engineer if a higher level of footing performance is required.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Building Consent Stage 3

BuildSurv Job Number: 2022.7325.3

This assessment is for compliance with the requirements of the *Building Rules* as defined in Section 3(1) of the Planning, Development and Infrastructure Act and, the Disability (Access to Premises – Buildings) Standards and does not infer compliance with any other Act or associated Regulations including (but not limited to) the Disability and Discrimination Act, Work Health and Safety Act, Food Act or the Electricity Act (including building within prescribed distances of adjacent power lines). These remain the responsibility of the owner/ applicant.

This application has been assessed using the Building Rules adopted at the time of lodgment with BuildSurv (National Construction Code – Volume 1 - BCA2019).

This is a Staged Consent for the SUPERSTRUCTURE of the development only. An additional consent is required prior to the commencement of any other portion of the works. A previous Building Consent was issued for the DEMOLITION and SUBSTRUCTURE and shall be read in conjunction with this consent.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Fire precautions during construction shall be in accordance with BCA-E1.9.

Once construction procedures are determined consideration should be given to the imposed *construction activity actions* and their effect on the adjacent buildings. The builder may need to seek additional engineering advice.

Pursuant to section 146 of the Planning, Development and Infrastructure Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 93, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: BuildSurv Pty Ltd	Type of consent: Building
Telephone: 08 8223 4028	Email: reception@buildsurv.com.au
Postal address: Level 8, 70 Pirie Street, Adelaide SA 5000	

Name: State Planning Commission	Type of consent: Planning
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

BUILDING CLASSIFICATION/S

Building Consent Stage 1

Essential safety provisions apply: No

Building work Demolition

Building Classification	Approved number of occupants
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0

Building Consent Stage 2

Essential safety provisions apply: No

Building work substructure

Building Classification	Approved number of occupants
2 - Building containing two or more sole occupancy units	
7A - Carpark	
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	

Building Consent Stage 3

Essential safety provisions apply: No

Building work Superstructure

Building Classification	Approved number of occupants
2 - Building containing two or more sole occupancy units	0
5 - Office for professional or commercial purposes	0
6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public	0

7A - Carpark	0
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REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building Consent Stage 1

Building work Demolition

- Commencement of Building work (1 business day's notice)
- Completion of Footing reinforcing steel, prior to concrete pour (1 business day's notice)
- Completion of Structural, wall, floor and roof framing (1 business day's notice)
- Completion of Installation of essential safety provisions, prior to occupancy. (1 business day's notice)
- Completion of Statement of Compliance and other documents required to be provided at the completion of building work (1 business day's notice)

Building Consent Stage 2

Building work substructure

- Commencement of Building work (1 business day's notice)
- Completion of Footing reinforcing steel, prior to concrete pour (1 business day's notice)

Building Consent Stage 3

Building work Superstructure

- Commencement of Building work (1 business day's notice)
- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Consent Stage 1

Building Work Demolition

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 2

Building Work substructure

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

Building Consent Stage 3

Building Work Superstructure

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building Consent Stage 1

Building work Demolition

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building Consent Stage 2

Building work substructure

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building Consent Stage 3

Building work Superstructure

Building classification 2 - Building containing two or more sole occupancy units

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 5 - Office for professional or commercial purposes

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 6 - Shop or other building used for the sale of goods by retail or the supply of services direct to the public

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Building classification 7A - Carpark

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: Not Applicable

Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied, except in respect of a Class 10 building under the Building Code (regulation 103(1)).

Note, despite a YES being indicated above, a Certificate of Occupancy is not required for a Class 1a building if this building is completed between 1 July 2021 and 31 December 2023 (inclusive). Completion of a building will

be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name City of Norwood, Payneham and St. Peters

Email developmentassessment@npsp.sa.gov.au

Phone 0883664530

Notifications may also be provided via the SA planning portal.

OFFICE OF THE TECHNICAL REGULATOR RESPONSE TO THE PIR

Annexure to Form 1 Statement



PIR: 1501811324 Reference: 0002808845

From DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>

Date Wed 08/19/2026 10:15 AM

To Tuckfield Agent Solutions <solutions@tuckfields.com.au>

OFFICIAL

Please find attached the OTR record pertaining to the requested property, Lot 305 THE PARADE, NORWOOD, SA 5067

Note: This statement may have been recreated from the original data transferred from SA Water under the Sewerage and Waterworks Acts. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Regulatory Compliance Administrator

The Office of the Technical Regulator | Plumbing

Department for Energy and Mining

T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 618, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

DISCLAIMER:

The information in this e-mail may be confidential and/or legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you have received this email in error, please delete it from your system and notify the sender immediately. DEM does not represent, warrant or guarantee that the integrity of this communication has been maintained or that the communication is free of errors, virus or interference.

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Annexure to Form 1 Statement



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2808845

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

DATE OF ISSUE

11/08/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

18473201

OWNERSHIP NAME

T O'NEIL

PROPERTY DESCRIPTION

305 THE PARADE / NORWOOD SA 5067 / LT 305 C43810

ASSESSMENT NUMBER

1501811324

TITLE REF.

(A "+" indicates multiple titles)

CT 6318/345

CAPITAL VALUE

\$1,825,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2026-2027

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 578.15
\$ 341.65
\$ 0.00
\$ 0.00
\$ 286.50

Please Note:

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. It is not the due date for payment.

EXPIRY DATE

09/11/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

18473201

OWNERSHIP NAME

T O'NEIL

ASSESSMENT NUMBER

1501811324

AMOUNT PAYABLE

\$286.50

AGENT NUMBER

100018910

AGENT NAME

TUCKFIELD CONVEYANCING PTY LTD

EXPIRY DATE

09/11/2026

+70223516180022> +001571+ <0550902388> <0000028650> +444+

OFFICIAL: Sensitive

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
 Email: contactus@revenuesa.sa.gov.au
 Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456285 Ref: 7022351618 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

CERTIFICATE OF LAND TAX PAYABLE

Annexure to Form 1 Statement



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2808845

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

DATE OF ISSUE
11/08/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
T O'NEIL		2026-2027	
PROPERTY DESCRIPTION			
305 THE PARADE / NORWOOD SA 5067 / LT 305 C43810			
ASSESSMENT NUMBER	TITLE REF.	TAXABLE SITE VALUE	AREA
	(A "+" indicates multiple titles)		
1501811324	CT 6318/345	\$225,000.00	0.0000 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= <u>AMOUNT PAYABLE</u>	\$ 0.00		

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE 09/11/2026

See overleaf for further information



Government of
South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
 Email: contactus@revenuesa.sa.gov.au
 Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7022351527 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

Annexure to Form 1 Statement



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
15 01811 32 4	CT6318345	12/8/2026	539	2808845

TUCKFIELD CONVEYANCING PTY LTD
 3/197 MAIN SOUTH RD
 MORPHETT VALE SA 5162
 solutions@tuckfields.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: T O'NEIL
 Location: LT 305 THE PARADE NORWOOD LT305 C43810
 Description: APART 2CP BALC Capital Value: \$1 825 000
 Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

			\$
	Arrears as at: 30/6/2026	:	0.00
Water main available: 1/10/2025	Water rates	:	88.00
Sewer main available: 1/10/2025	Sewer rates	:	270.56
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	358.56CR
	Balance outstanding	:	0.00

Degree of concession: 00.00%
 Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 88.00 Sewer: 270.56 Bill: 7/10/2026

This account has no meter of its own but is supplied from account no 15 01810 51 6.

The Water Use apportionment option is Nil.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.



If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.



South Australian Water Corporation

Name:
T O'NEIL

Water & Sewer Account
Acct. No.: 15 01811 32 4

Amount: _____

Address:
LT 305 THE PARADE NORWOOD LT305
C43810

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 1501811324



Bill code: 8888
Ref: 1501811324

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1501811324

STATEMENT PURSUANT TO SECTION 139

Annexure to Form 1 Statement



**Better communities.
The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

14/08/26

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Community Corporation 43810 Inc.
3 CHURCH AVENUE, NORWOOD
ABN: 86136790748
Lot: 00305
OWNER: T O'Neil

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 217 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$2,033.00 per quarter paid to 14/10/26. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$143.00 per quarter paid to 14/10/26. GST is included within this contribution.

Arrears are as follows:

Admin Fund: \$0.00	Interest: \$0.00
Sinking Fund: \$0.00	Other Arrears: \$0.00

TOTAL ARREARS ARE: \$0.00 as at 14/08/2026. NEXT CONTRIBUTION IS DUE 15/10/2026.

(NOTE: An interest rate of 15 % per annum calculated daily applies)

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone

IMMEDIATELY PRIOR TO SETTLEMENT.

Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

Each tenancy has a cold-water meter installed to record the volume of cold water consumed by that tenancy. Cold water consumption will be billed to lot owners by Strata Water Solutions on a quarterly basis using the gazette SA Water prices.

SA Water will still invoice lot owners on a quarterly basis for your supply and sewerage charges.

The water meter for each tenancy won't measure the volume of hot water consumed by each apartment, so this water consumption will be billed in bulk to the Primary Corporation and this cost will be billed to lot owners on a LEV basis as part of your quarterly contributions.

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

No special levies payable.

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$91,000.84CR
Sinking Fund	\$26,546.19CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

To ensure we can continue to provide efficient service and maintain our professional standards, we ask that you contact us by email or telephone if you require an appointment to view these records. This allows us to make the necessary arrangements and ensure the records are available for your inspection.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Lot holder.

Yours faithfully



Eric Breda
Body Corporate Manager
eric.breda@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 14/08/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ____/____/____

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

First Name

Surname

Purchaser 2:

First Name

Surname

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS :

MOBILE : _____

HOME: _____

WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:

Searchlight Technology
PO BOX 232, RUNDLE MALL

Community Corporation 43810 Inc.
3 CHURCH AVENUE, NORWOOD
Lot: 00305
OWNER: T O'Neil

Eric Breda

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.43810 INC (SECONDARY)

3 Church Avenue NORWOOD SA 5067

1 July 2025 to 31 March 2026

Printed 29/05/26 14:12

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	245,224.35	255,471.00	(10,246.65)	0.00
Interest-Contributions arrears	237.95	0.00	237.95	0.00
TOTAL FUND INCOME	245,462.30	255,471.00	(10,008.70)	0.00
FUND EXPENDITURE				
Audit prep. incl of auditor fee	832.00	0.00	(832.00)	0.00
Cleaning	25,869.94	42,549.25	16,679.31	0.00
Common property	1,593.81	1,875.00	281.19	0.00
Computer	2,365.10	2,168.00	(197.10)	0.00
Electrical	0.00	1,125.00	1,125.00	0.00
Fire systems	998.00	750.00	(248.00)	0.00
Keys & Fobs	699.54	0.00	(699.54)	0.00
Lift	0.00	8,250.00	8,250.00	0.00
Management - Additional services fee	80.00	1,535.25	1,455.25	0.00
Management - Agreed Services	10,237.50	10,237.50	0.00	0.00
Management - Asset Maintenance Services	886.29	886.29	0.00	0.00
Management - Disbursement Fees	3,602.50	3,602.50	0.00	0.00
Plumbing	0.00	3,000.00	3,000.00	0.00
Primary Plan contribution	134,629.09	134,617.50	(11.59)	0.00
Rubbish	15,199.67	20,192.25	4,992.58	0.00
Security	5,489.43	2,625.00	(2,864.43)	0.00
Security doors	0.00	750.00	750.00	0.00
Taxation	1,000.00	970.00	(30.00)	0.00
Utilities-Water	997.47	2,250.00	1,252.53	0.00
TOTAL FUND EXPENDITURE	204,480.34	237,383.54	32,903.20	0.00
FUND SURPLUS (DEFICIT)	40,981.96	18,087.46	22,894.50	0.00

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.43810 INC (SECONDARY)

3 Church Avenue NORWOOD SA 5067

31 March 2026

Printed 29/05/26 14:12

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	40,981.96	0.00
TOTAL FUNDS	40,981.96	0.00
ASSETS		
Cash at Bank (MBL)	52,507.54	1,167.65
Sundry Receivables	838.77	0.00
TOTAL ASSETS	53,346.31	1,167.65
LIABILITIES		
GST control account	1,350.43	0.00
Accrued Expenses	11,013.92	0.00
Unearned Income	0.00	1,167.65
TOTAL LIABILITIES	12,364.35	1,167.65
NET ASSETS	40,981.96	0.00

Sinking Fund Statement of Income & Expenditure
COMMUNITY CORP.43810 INC (SECONDARY)
3 Church Avenue NORWOOD SA 5067
1 July 2025 to 31 March 2026
Printed 29/05/26 14:12

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	17,265.25	18,000.00	(734.75)	0.00
TOTAL FUND INCOME	17,265.25	18,000.00	(734.75)	0.00
FUND EXPENDITURE				
Reports	0.00	2,800.00	2,800.00	0.00
TOTAL FUND EXPENDITURE	0.00	2,800.00	2,800.00	0.00
FUND SURPLUS (DEFICIT)	17,265.25	15,200.00	2,065.25	0.00

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.43810 INC (SECONDARY)

3 Church Avenue NORWOOD SA 5067

31 March 2026

Printed 29/05/26 14:12

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	17,265.25	0.00
TOTAL FUNDS	17,265.25	0.00
ASSETS		
Cash at Bank (MBL)	17,265.25	0.00
TOTAL ASSETS	17,265.25	0.00
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	17,265.25	0.00

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.43810 INC (SECONDARY)

3 Church Avenue NORWOOD SA 5067

31 March 2026

Printed 29/05/26 14:12

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	58,247.21	0.00
TOTAL FUNDS	58,247.21	0.00
ASSETS		
Cash at Bank (MBL)	69,772.79	1,167.65
Sundry Receivables	838.77	0.00
TOTAL ASSETS	70,611.56	1,167.65
LIABILITIES		
GST control account	1,350.43	0.00
Accrued Expenses	11,013.92	0.00
Unearned Income	0.00	1,167.65
TOTAL LIABILITIES	12,364.35	1,167.65
NET ASSETS	58,247.21	0.00

Notes to the Financial Statements
COMMUNITY CORP.43810 INC (SECONDARY)
3 Church Avenue NORWOOD SA 5067
31 March 2026
Printed 29/05/26 14:12

Investments

Nil

The following balances relate to amounts received or owing as at 31/03/2026

Receivables - Owner Arrears

Unit/Lot Details	Admin	Sinking	Other	Total
	Contributions	Contributions		
00203	1,012.00	71.00	26.25	1,109.25
00204			25.00	25.00
00205			62.80	62.80
00216			14.65	14.65
00217	2,304.00	162.00	106.35	2,572.35
00303	1,012.00	71.00	26.25	1,109.25
00304	918.00	65.00	23.80	1,006.80
00307			26.25	26.25
00309	1,536.00	108.00	81.05	1,725.05
00404	937.00	66.00	24.30	1,027.30
00405	2,052.00	145.00	53.25	2,250.25
00511	1,059.00	75.00	27.50	1,161.50
00601	2,454.00	173.00	63.70	2,690.70
00604	2,145.00	151.00	55.65	2,351.65
00605	1,012.00	71.00	26.25	1,109.25
00608	1,995.00	141.00	51.75	2,187.75
00701	3,832.00	270.00	99.45	4,201.45
00702	3,644.00	257.00	94.55	3,995.55
00704	3,719.00	262.00	96.50	4,077.50
Totals including GST (if applicable)	29,631.00	2,088.00	985.30	32,704.30

Debtors

Nil

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00206	956.00	67.00	1,023.00
00212	1,077.00	76.00	1,153.00
00215	1,077.00	76.00	1,153.00
00301	974.00	69.00	1,043.00
00306	956.00	67.00	1,023.00
00308	256.88		256.88
00312	1,012.00	70.75	1,082.75
00408	1,040.00	73.00	1,113.00
00409	1,574.00	111.00	1,685.00
00502	1,846.00	130.00	1,976.00
00508	1,059.00	75.00	1,134.00
00512	1,059.00	75.00	1,134.00

Notes to the Financial Statements
COMMUNITY CORP.43810 INC (SECONDARY)
3 Church Avenue NORWOOD SA 5067
31 March 2026
Printed 29/05/26 14:12

Allocated Advance Payments (continued)

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00602	1,377.00	97.00	1,474.00
00609	1,077.00	76.00	1,153.00
00703	2,988.00	211.00	3,199.00
Totals	18,328.88	1,273.75	19,602.63

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Summary of Significant Accounting Policies

COMMUNITY CORP.43810 INC (SECONDARY)

3 Church Avenue NORWOOD SA 5067

1 July 2025 to 31 March 2026

Printed 29/05/26 14:12

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.



MGI Assurance (SA) Pty. Ltd.
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451

Website: www.mgiadelaide.com.au

**INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 43810 INC**

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 43810 INC, which comprises the Statements of Assets and Liabilities as at 31 March 2026 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 43810 INC as at 31 March 2026, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 43810 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.



MGI Assurance (SA) Pty. Ltd.
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451

Website: www.mgiadelaide.com.au

**INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 43810 INC**

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants

A handwritten signature in black ink, appearing to read "Clayton Lawrence", is written over a circular stamp or seal.

Clayton Lawrence
Director

Eastwood, South Australia
2 June 2026



Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

6 July 2026

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.43809 INC (PRIMARY) 120-132 The Parade, NORWOOD, SA, 5067.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager



Better communities.
The Whittles way.

Minutes of the Annual General Meeting
COMMUNITY CORP.43809 INC (PRIMARY)

Minutes of the Annual General Meeting COMMUNITY CORP.43809 INC (PRIMARY)

Meeting Date	Monday, 15 June 2026		
Meeting Location	Australasian Property Developments, 42 Nelson Street, STEPNEY, SA, 5067		
Time	11:32 AM	Closed: 12:23 PM	
Lots Represented	00500	120 The Parade Pty Ltd	Proxy present: Mr P Rocca
	00501	Community Corp 43810 Inc	Proxy present: Mr Paul Zollo
Chairperson	Mr P Rocca presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd Mr Charlie Zollo & Mr Peter Zollo were also in attendance.		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1		
Declaration of Interest		
All owners or their nominees are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests. <i>Mr P. Rocca and Mr C. Zollo, who were in attendance, form part of the developer group, 120 The Parade Pty Ltd, the original developers of the building.</i> <i>Mr P. Rocca is the owner of F & E Rocca, a contractor conducting work at the property.</i>		

Motion 2				
Acceptance of Minutes		Ordinary Resolution		
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996, the minutes of the Inaugural General Meeting held on 17 JUL 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



**Better communities.
The Whittles way.**

Minutes of the Annual General Meeting
COMMUNITY CORP.43809 INC (PRIMARY)

Motion 3				
Acceptance of Statement of Accounts		Ordinary Resolution		
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act</i> 1996 (amended), the audited Statement of Accounts for the financial year ending 31 MAR 2026, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager		Ordinary Resolution		
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 APR 2026 to 31 MAR 2027 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. We have updated our Services Agreement to provide greater clarity and transparency around our role and responsibilities. Changes have been made across services provided, delegated powers, disclosures, liability, and definitions. A full copy of the updated agreement is available via your owner portal, and we encourage all owners to review it.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 5		
Election of Office Bearers and Committee		
The Management Committee will be appointed at an Extraordinary General Meeting to be held after the Annual General Meetings of the Secondary Corporation (Community Corporations 43810 Inc) It will be resolved by the members present, the management committee will remain the same as previously, subject to any changes to the Presiding Officer position at the Secondary AGM meeting. Presiding Officer: Lot 500, represented by Pep Rocca Secretary: CC 43810 Inc, represented by Paul Zollo Treasurer: CC 43810 Inc, represented by Paul Zollo		



**Better communities.
The Whittles way.**

Minutes of the Annual General Meeting
COMMUNITY CORP.43809 INC (PRIMARY)

Item 6

Accredited Contractors (Advice)

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractors' invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7

Annual Compliance Register (Advice)

The *Work Health and Safety Act 2012*, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance, and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8

Utility Supplies Review (Advice)

Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.

Item 9

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.

Item 10

Insurance Valuation (Advice)

A comprehensive professional valuation for insurance purposes performed in 05/26 recommended insurance cover of \$131,430,000 and is available for viewing at whittles.com.au through your owner portal.



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Motion 11				
Insurance Renewal		Ordinary Resolution		
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$131,430,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. <u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 12		
General Business		
Ongoing maintenance and servicing Members present discussed the ongoing maintenance of the building's shared services. It was agreed that the Corporation will seek to implement 12-month preventative maintenance agreements for contractors responsible for the Primary Corporation's shared services to ensure regular servicing and proactive maintenance. Builders Cleans Mr P. Rocca advised that a builder's clean of the car park will be undertaken prior to the Secondary Corporation AGM. Mr Rocca also agreed that a builder's clean of the Level 1 car park will be completed within the next few weeks, prior to the doctor's clinic commencing occupation. Garden Landscaping Mr P. Rocca agreed that the outstanding garden bed landscaping works will be completed within the next few months. Bollard lights The meeting noted that a quotation of \$8,327 had been received from F & E Rocca to replace the damaged bollard lights located at the residential Church Street entrance. It was confirmed that this expenditure relates to the Secondary Corporation and will be referred to the Secondary Corporation for consideration and determination. It was also discussed to remove this lighting and investigate an alternative option. Mobile repeater Members present confirmed their support for the installation of a Telstra mobile phone repeater within the car park to improve mobile phone reception throughout the building.		



Safety mirrors

Members present approved the installation of safety mirrors within the car park to improve vehicle and pedestrian safety.

Visitor carparks

Members noted that the option for **two hours' free visitor parking** is not currently available within the PriPark application. The Body Corporate Manager will follow this matter up with PriPark.

Blind awning Approval

Members confirmed approval of the recommendations contained in the **Vortex report**, which was attached to the Notice of Meeting, in relation to the ongoing installation of awnings and blinds within the Corporation.

Apartment 305 – Broken Balcony Window

Members noted that the balcony window to Apartment 305 had spontaneously shattered.

It was resolved that the Corporation will arrange and fund the replacement of the glass, with no insurance claim to be lodged. The Corporation will also request O'Brien Glass to investigate upgrading the replacement glass, where appropriate, to reduce the likelihood of a similar occurrence in the future.

Car Park Access to activated to authorised levels

Members noted that the previously approved programming of remote controls and access fobs has now been completed, with access restricted to authorised levels only.

Evac diagrams for commercial areas

A quotation from **Combined Fire Systems** in the amount of **\$2,194.50 (including GST)** for the installation of evacuation diagrams within the ground floor and Level 1 commercial common areas was considered.

It was resolved to approve the quotation and proceed with the installation.

EV Charger installation

Mr Paul Zollo advised members that, should any future legislative, regulatory or insurance requirements result in additional compliance or upgrade costs relating to an owner's approved EV charger installation, those costs will remain the responsibility of the owner of the relevant EV charger. This was agreed by the members of the Corporation.

Motion 13

Blanket Approval for a Lot to Install Exterior Blinds

Special Resolution

That the Body Corporate resolves, by special resolution, to approve a streamlined process for the installation of exterior blinds (awnings) by Lot owners, subject to the following conditions:

Permitted Blind Type

The only type of awning permitted on the ORTA building is vertical awnings, installed either over balconies or external walls, in accordance with the specifications outlined in the *Vortex Fire Blind Short Form Advice dated 27 April 2026* (attached to the AGM Notice).

Submission and Approval Process

Prior to installation, the Lot owner must submit a detailed application to the Secondary Corporation CC 43810 Inc Management Committee. The submission must include specifications, design, colour, materials, and installation details.



Committee Authority

The Secondary Corporation CC 43810 Inc Management Committee is authorised to approve or reject applications where the proposed installation fully complies with the approved specifications.

Non-Compliant Proposals

If the proposed exterior blind deviates in any way from the approved specifications, the Lot owner must seek approval at a General Meeting of both the Secondary and Primary Corporations. Such approval must be obtained by special resolution prior to installation.

Colour – to be decided prior to Secondary Corporation.

The type of awning permitted:

Awning Frame

- The material of the awning frame is to be non-combustible.

Awning Material

- The material used for the fabric of the external blind is to have a Flammability index of no greater than 5;
- The material used for the fabric of the external blind is to have a Spread of Flame Index of no greater than 9;
- The material used for the fabric of the external blind is to have a Smoke Developed Index of no greater than 8 if the Spread of Flame Index is more than 5;
- A pre-approved material for the awnings can be as follows:
 - Fabric: Spectra Screen 3%.
 - Mechanism: Evo Straight Drop Awning in Motorised Cable Guide Operation.

Awning Installation

- A fabric awning is not permitted to be installed above a required exit.
- The awning is to be mechanically fixed to the external wall or underside of the balcony slab.
- Where the awning is installed on the external part of a balcony, it is to be located so that the blind deploys behind the balcony balustrade;
- Where the awning is installed on the external part of a balcony, it is not to interfere with the installation of the automatic fire sprinkler system.
- Where the awning is installed on the external wall of an opening, a minimum vertical clearance of at least 900 mm shall be provided between the bottom perimeter of the blind at the upper level and the top perimeter of the blind at the level below for all external blind installations across the building elevations, and where this clearance cannot be achieved, the head box shall be of steel construction with internal surfaces coated in FIRECOAT Exterior intumescent paint;

Provided the above check list is followed, the installed external awning will satisfy the requirements of Vortex Fire performance solution VFA-250211-02R I01R01 dated 19 December 2025.

The approval is given in accordance with the written application, and subject to the following conditions:

- The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;
- The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;
- The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;
- The Owner must maintain the improvement made under this authority in good condition and;

All costs associated with the installation/removal and maintenance of the blinds or blind will be borne by the Owner of that Lot and/or their successors.

Motion CARRIED.

Votes	Yes: 2	No: 0	Abs: 0	Inv: 0
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Motion 14				
Administrative Fund Budget		Ordinary Resolution		
It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$52,809.00 for the financial year ending 31 MAR 2027. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 15				
Sinking Fund Budget		Ordinary Resolution		
It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$14,810.00 for the financial year ending 31 MAR 2027. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 16				
Insufficient Funds Special Levy Authority		Ordinary Resolution		
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$70,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
COMMUNITY CORP.43809 INC (PRIMARY)

Motion 17				
Audit of Annual Financial Statement		Ordinary Resolution		
It was resolved that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i> , the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$2,000.00.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 18				
Interest Charged on Overdue Contributions/Levies		Ordinary Resolution		
It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
COMMUNITY CORP.43809 INC (PRIMARY)

Motion 19				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.43809 INC (PRIMARY) when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 20		
Next Meeting		
The next meeting is to be held at a date and time to be advised.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET**COMMUNITY CORP.43809 INC (PRIMARY)
120-132 THE PARADE, NORWOOD****Year ending March 2027****ADMINISTRATIVE FUND**

	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Annual Total
INCOME					
Contributions	49,628.84	49,628.84	52,809.00	52,809.00	\$204,875.68
Arrears	6,909.09	0.00	0.00	0.00	\$6,909.09
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	56,537.93	49,628.84	52,809.00	52,809.00	\$211,784.77
EXPENDITURE					
Auditor fee	2,000.00	0.00	0.00	0.00	\$2,000.00
Carpark - Ventilation	1,825.00	1,825.00	1,825.00	1,825.00	\$7,300.00
Cleaning	2,100.00	2,100.00	2,100.00	2,100.00	\$8,400.00
Common property	625.00	625.00	625.00	625.00	\$2,500.00
Electrical	1,625.00	1,625.00	1,625.00	1,625.00	\$6,500.00
Electrical - Generator	775.00	775.00	775.00	775.00	\$3,100.00
Fire systems	5,112.50	5,112.50	5,112.50	5,112.50	\$20,450.00
Garage	500.00	500.00	500.00	500.00	\$2,000.00
Insurance - Excess	500.00	500.00	500.00	500.00	\$2,000.00
Insurance - Renewal	67,477.00	0.00	0.00	0.00	\$67,477.00
Management - Additional services fee	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	778.75	778.75	778.75	778.75	\$3,115.00
Management - Asset Maintenance Services	9.09	9.09	9.09	9.09	\$36.36
Management - Disbursement Fees	31.00	31.00	31.00	31.00	\$124.00
Meter reading fee - Hot water	750.00	750.00	750.00	750.00	\$3,000.00
Meter reading fee - Water	915.00	915.00	915.00	915.00	\$3,660.00
Pest control	175.00	175.00	175.00	175.00	\$700.00
Plumbing	1,200.00	1,200.00	1,200.00	1,200.00	\$4,800.00
Public Officer Fee	150.00	0.00	0.00	0.00	\$150.00
Rubbish	125.00	125.00	125.00	125.00	\$500.00
Security	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Taxation - Accountants fee	250.00	0.00	0.00	0.00	\$250.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Technology and System Fees	8.00	8.00	8.00	8.00	\$32.00
Telephone	375.00	375.00	375.00	375.00	\$1,500.00
Transfer - To Sinking fund	15,000.00	0.00	0.00	0.00	\$15,000.00
Utilities - Electricity	6,500.00	6,500.00	6,500.00	6,500.00	\$26,000.00
Utilities - Gas	5,500.00	5,500.00	5,500.00	5,500.00	\$22,000.00
Utilities - Water	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Total	118,431.34	33,554.34	33,554.34	33,554.34	\$219,094.36

SINKING FUND

	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Annual Total
INCOME					
Contributions	2,500.00	2,500.00	14,810.00	14,810.00	\$34,620.00
Arrears	348.18	0.00	0.00	0.00	\$348.18
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Transfer - From Administration fund	15,000.00	0.00	0.00	0.00	\$15,000.00
Total	17,848.18	2,500.00	14,810.00	14,810.00	\$49,968.18
EXPENDITURE					
Reports - Insurance valuation	2,500.00	0.00	0.00	0.00	\$2,500.00
Reports - Sinking fund analysis	2,000.00	0.00	0.00	0.00	\$2,000.00
Total	4,500.00	0.00	0.00	0.00	\$4,500.00

CASH FLOW SUMMARY

	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	106,601.98	44,708.57	60,783.07	80,037.73	\$106,601.98
Add: Contributions	49,628.84	49,628.84	52,809.00	52,809.00	\$204,875.68
Add: Arrears	6,909.09	0.00	0.00	0.00	\$6,909.09
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	118,431.34	33,554.34	33,554.34	33,554.34	\$219,094.36
CLOSING BALANCE	44,708.57	60,783.07	80,037.73	99,292.39	\$99,292.39
<u>SINKING FUND</u>					
Opening Balance	7,151.82	20,500.00	23,000.00	37,810.00	\$7,151.82
Add: Contributions	2,500.00	2,500.00	14,810.00	14,810.00	\$34,620.00
Add: Transfer - From Administration fund	15,000.00	0.00	0.00	0.00	\$15,000.00
Add: Arrears	348.18	0.00	0.00	0.00	\$348.18
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	4,500.00	0.00	0.00	0.00	\$4,500.00
CLOSING BALANCE	20,500.00	23,000.00	37,810.00	52,620.00	\$52,620.00

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 2

Lot Number	— Effective from 15/10/26 —		— Effective from 15/10/26 —	
	LEV	ADMIN Fund (incl. GST)	LEV	SINKING Fund (incl. GST)
500	1392	7,351.01 \$8,087	1392	2,061.55 \$2,268
501	8608	45,457.98 \$50,008	8608	12,748.44 \$14,025
QUARTERLY TOTAL		<i>\$52,808.99</i> <u>\$58,095.00</u>		<i>\$14,809.99</i> <u>\$16,293.00</u>



176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

17 July 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent meeting for COMMUNITY CORP.43810 INC (SECONDARY), 3 Church Avenue, NORWOOD, SA, 5067.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager



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**Minutes of the Inaugural General Meeting
COMMUNITY CORP.43810 INC (SECONDARY)**

Meeting Date	Thursday, 17 July 2025		
Meeting Location	Australasian Property Developments, 42 Nelson Street, Stepney, SA, 5069		
Time	12:00 PM	Closed: 12:30 PM	
Lots Represented	00201	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00202	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00203	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00204	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00205	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00206	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00208	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00209	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00210	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00211	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00212	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00213	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00214	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00215	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00216	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00217	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00301	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present

	00302	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00303	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00304	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00305	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00306	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00307	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00308	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00309	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00310	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00311	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00312	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00401	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00403	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00404	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00405	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00406	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00407	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00408	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00409	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00410	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00411	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present

	00412	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00501	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00502	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00503	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00504	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00505	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00506	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00507	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00508	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00509	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00510	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00511	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00512	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00601	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00602	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00603	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00604	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00605	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00606	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present



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	00607	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00608	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00609	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd (non-financial)	Proxy Present
	00701	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00702	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00703	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
	00704	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd	Proxy Present
Chairperson	Pep Rocca was chair of the meeting and it was agreed Eric Breda would conduct the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd Paul Zollo was also present.		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Item 2		
Explanation of the Community Titles Act (Advice)		
The Body Corporate Manager reviewed the provisions of the Community Titles Act, 1996 and the conditions of the by-laws. It was noted that the by-laws may be varied by special resolution and that the amended by-laws would need to be lodged with the Registrar General and accompanied by the fee prescribed by regulation.		



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Item 3

Special & Unanimous Resolutions (Advice)

The Body Corporate Manager explained that, apart from ordinary resolutions, the other forms of resolutions are special and unanimous resolutions.

The Act prescribes that a special resolution requires fourteen (14) days written notice to all owners and that it be passed at a properly convened meeting of the Corporation at which the number of votes cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all members are present and entitled to vote.

Special resolutions are required for decisions relating to transferring from Administration to Sinking Funds and amending by-laws.

A unanimous resolution where prescribed in the Act also requires fourteen (14) days written notice to all owners and must be passed at a properly convened meeting of the Corporation without any vote being cast against it.

Unanimous resolutions are required, for example, for granting exclusive use of common property.

Item 4

Lot Entitlements (Advice)

The lot entitlement of a community lot is a number assigned to a lot that bears in relation to the aggregate of the lot entitlements of all the community lots defined on the community plan, (with a tolerance of plus or minus 10%) the same proportion that the value of the lot bears to the aggregate value of those lots.

Lot entitlements determine the shares in which lot owners make monetary contributions to the Community Corporation and are responsible for the liabilities of the Corporation and the shares in which the assets of the Corporation are divided on cancellation.

Lot entitlement values may only be varied subject to a unanimous resolution and the new Schedule of Entitlements lodged with the Registrar General for registration.

Item 5

Taxation (Advice)

The Body Corporate Manager advised, that interest earned on the Corporations Trust Accounts and income additional to the contributions to any maintenance trust account payable by Corporation members was taxable. The Taxation Commissioner has applied the Commissions Tax Ruling IT 2505 to Corporations.

The Deputy Commissioners interpretation of this ruling exempts members' contributions income and maintenance expenditure, as Corporations are regarded as non-profit organisations.



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Motion 6				
Common Seal		Ordinary Resolution		
That, the Corporation delegate to: (a.) The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 139 of the Community Titles Act, 1996; (b) That officer the power to jointly execute with any of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or its Committee acting within its powers.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0

Item 7		
Management Services (Advice)		
The Body Corporate Manager explained that the Corporation may appoint a person to assist the Office Bearers; and that "Whittles" provides a complete package of Strata and Community Corporation administration and building management. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the financial affairs of the Corporation, to be updated daily. Common property and all building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors and competitive quotations invited which when received will be referred to the Corporation for a decision. The duties of the appointed Body Corporate Manager are to conduct general meetings of the Corporation; to keep proper records including a record of accounts and presentation of an audited financial statement, effect insurance policies and process claims and process all requests for information lodged under Section 139 of the Act.		

Motion 8				
Appointment of Manager		Ordinary Resolution		
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a term of 8 months, being from the 1 JUL 2025 to 31 MAR 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0



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Election of Officer Bearers and Committee

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act* 1996.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer

Pep Rocca representing 120 The Parade Pty Ltd have been elected unopposed as Presiding Officer.

Election of Secretary

Pep Rocca representing 120 The Parade Pty Ltd have been elected unopposed as Secretary.

Election of Treasurer

Charlie Zollo representing 120 The Parade Pty Ltd ACN 637 051 775 have been elected unopposed as Treasurer.

Item 10

Accredited Contractors (Advice)

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.



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Item 11

Annual Compliance Register (Advice)

The *Work Health and Safety Act 2012*, recognises that a Company's common property is a workplace, as such the Company is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Company. Many different areas are subject to annual compliance and the Secretary may review at the meeting all obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Company's obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 12

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency/insurance is attached to this meeting notice and is also available for viewing at whittles.com.au through your owner portal.



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Motion 13

Insurance Renewal

Ordinary Resolution

THAT the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$90,000,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Underwriter	CHU Underwriting Pty Ltd
Broker	MGA Insurance Brokers
Policy Number	HU0006150019
Expiry Date	31.05.2026
Building Cover	\$90,000,000
Common Property Cover	\$900,000
Temp Accom & Loss of Rent	\$13,500,000
Public Liability	\$30,000,000
Voluntary Workers Personal Accident	Insured
Fidelity Guarantee	\$250,000
Office Bearers Liability	\$500,000
Govt Audit Expenses	\$25,000
Legal Expenses	\$1,000
Floating Floors	Insured
Standard Excess	\$5,000
Flood Excess	\$5,000
Unoccupancy	\$5,000

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.

It was agreed that Machinery breakdown cover gets added in the 2nd year, it was confirmed that there is now catastrophe or flood surge covers.

It was also agreed that the Insurance cert is updated with the below information:

No of lifts. 3
2 pools - private
5 spas - private

Motion CARRIED.

Votes

Yes: 64

No: 0

Abs: 0

Inv: 0



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Motion 14				
Public Officer	Ordinary Resolution			
It was resolved that a nominee of Whittles Management Services Pty Ltd be appointed the Public Officer of the Body Corporate for the purpose of lodging taxation returns on behalf of the Body Corporate.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0

Item 15		
General Business		
<u>EV Charger</u> It was agreed that a motion be created to approve a blanket approval for lot owners regarding EV charger installation within the carpark area ongoing. Please refer to Motion #18 <u>Emergency Access</u> It was agreed that the corporation approve the Austronics quote to install numbered keypads at the residential entrance and in both lifts for emergency services. <u>Extra General Waste Bins</u> It was agreed that the corporation ask Veolia for 2 x extra comingled recycling bins and also they can pick rubbish up every day if needed in the initial move-in stage. <u>Window Cleaning</u> It was agreed that the corporation source anchor point testing and window cleaning quotes from RIS safety, a quote from SA window cleaning has also been obtained. The new residential management committee to make a decision on future window cleaning. <u>Sinking Fund Report</u> To be put to owners at the first EGM meeting.		

Motion 16				
Administrative Fund Budget		Ordinary Resolution		
THAT in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of \$85,157.00 for the financial year ending 31 MAR 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values. The fiscal year end on has been changed to the last day in March 2026.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0



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Motion 17				
Sinking Fund Budget		Ordinary Resolution		
THAT in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of \$6,000.00 for the financial year ending 31 MAR 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.. Contributions will be raised in accordance with Lot Entitlement Values. The fiscal year end on has been changed to the last day in March 2026.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 8

Motion 18				
EV Charging (Blanket Approval)		Unanimous Resolution		
EV Charging Motion – Blanket Approval approved - All costs associated with install will be owners' responsibility - Wallbox Pulsar Pro approved blanket approval for all ongoing EV charger installs - If an issue to the building is caused by the EV charger it's an owner's cost - Any costs relating to future insurance and legislation changes will be borne by the owner of the EV charger - Final Installation is subject to MC approval				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0

Item 19		
Utilities – Cold Water (Advice)		
Each tenancy has a cold-water meter installed to record the volume of cold water consumed by that tenancy. Cold water consumption will be billed to lot owners by a meter reading contractor on a quarterly basis using the gazette SA Water prices. SA Water will still invoice lot owners on a quarterly basis for their supply and sewerage charges. The water meter for each tenancy won't measure the volume of hot water consumed by each apartment. so this water consumption will be billed in bulk to the Primary Corporation.		



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Item 20		
Utilities - Electricity (Advice)		
Owners/residents will be responsible their consumption – owners/residents will be required to open an account with their chosen retailer. All common area electricity is separately metered and will be billed to the Primary Corporation. A solar system has been installed on the roof, connected to the common area electricity feed, helping to reduce the Primary Corporation's ongoing electricity expenditure.		
Item 21		
Utilities – Gas / Hot Water (Advice)		
Hot water for the apartments is fed from a centralized, gas-fired plant on the roof. The gas consumption for this plant will be billed via a single main meter to the Primary Corporation. The commercial tenancies that require gas will be also serviced by this main meter but have sub meters installed so their gas consumption can be recovered by the Primary Corporation. However, the commercial tenancies do not get hot water from this plant.		
Item 22		
Fire Systems (Advice)		
Combined Fire will carry out the fire system testing and maintenance service under defect liability for a period of 12 months, and then ongoing.		
Item 23		
Lifts (Advice)		
Schindler will carry out the lift maintenance service under defect liability for a period of 12 months.		
Item 24		
Security Access & Control (Advice)		
Austronics has been selected to carry out the CCTV and Access control maintenance for the building from Catcom Austronics has also been engaged to provide Fobs & Remotes.		
Item 25		
Rubbish Contractor (Advice)		
The corporation has engaged Veolia to perform the Rubbish duties at the site. The corporation approved the one-year contract agreement pricing, which is available on the Whittles portal		



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Item 26		
Cleaning Contractor (Advice)		
The corporation has engaged Property Maintenance Plus to perform the Cleaning duties at the site. A detailed summary of the scope and costings is available on the Owners Portal. One year contract approved.		

Motion 27				
Insufficient Funds Special Levy Authority		Ordinary Resolution		
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$46,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0

Motion 28				
Interest Charged on Overdue Contributions/Levies		Ordinary Resolution		
It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0



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Motion 29				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.43810 INC (SECONDARY) when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 64	No: 0	Abs: 0	Inv: 0

Item 30		
Next Meeting & Closure		
To be determined.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

*** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.**

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.



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176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

30 October 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.43810 INC (SECONDARY) 3 Church Avenue, NORWOOD, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Eric Breda
Body Corporate Manager



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**Minutes of the Extraordinary General Meeting
COMMUNITY CORP.43810 INC (SECONDARY)**

Meeting Date	Wednesday, 15 October 2025																																																																																											
Meeting Location	Level 2 Common Area Dining Room, 3 Church Avenue, NORWOOD, SA, 5067																																																																																											
Time	06:00 PM	Closed: 08:13 PM																																																																																										
Lots Represented	<table> <tr><td>00202</td><td>D Condo</td><td>Owner present</td></tr> <tr><td>00203</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00208</td><td>H J R Newland</td><td>Proxy present: Whittles</td></tr> <tr><td>00209</td><td>S Somers</td><td>Owner present</td></tr> <tr><td>00210</td><td>D A Cicconi</td><td>Owner present</td></tr> <tr><td>00211</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00212</td><td>B Cameron</td><td>Owner present</td></tr> <tr><td>00213</td><td>S B Abella & A D Dumlao</td><td>Owner present</td></tr> <tr><td>00215</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00301</td><td>John Falzon Pty Ltd</td><td>Proxy present: Mr J Falzon</td></tr> <tr><td>00303</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00304</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00305</td><td>T O'Neil</td><td>Electronic vote</td></tr> <tr><td>00306</td><td>B D & E R Emery</td><td>Owner present</td></tr> <tr><td>00308</td><td>D J & A B Slape</td><td>Owner present</td></tr> <tr><td>00309</td><td>Anna Maria Esposito</td><td>Owner present</td></tr> <tr><td>00310</td><td>A Laganin & V Visic</td><td>Owner present</td></tr> <tr><td>00311</td><td>J R & F W Pit</td><td>Owner present</td></tr> <tr><td>00401</td><td>A R W Blight</td><td>Owner present</td></tr> <tr><td>00403</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00404</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00405</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00406</td><td>C & J S Valente</td><td>Electronic vote</td></tr> <tr><td>00407</td><td>Opey Property Pty Ltd</td><td>Proxy present: Whittles</td></tr> <tr><td>00408</td><td>Mrs H K & Mr C Thompson</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00409</td><td>120 The Parade Pty Ltd</td><td>Proxy present: Mr P Rocca & Mr C Zollo</td></tr> <tr><td>00410</td><td>S K Fahey</td><td>Owner present</td></tr> <tr><td>00411</td><td>R & E Ormston</td><td>Owner present</td></tr> <tr><td>00412</td><td>O Merullo</td><td>Owner present</td></tr> <tr><td>00501</td><td>A J & D C Hall</td><td>Owner present</td></tr> </table>		00202	D Condo	Owner present	00203	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00208	H J R Newland	Proxy present: Whittles	00209	S Somers	Owner present	00210	D A Cicconi	Owner present	00211	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00212	B Cameron	Owner present	00213	S B Abella & A D Dumlao	Owner present	00215	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00301	John Falzon Pty Ltd	Proxy present: Mr J Falzon	00303	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00304	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00305	T O'Neil	Electronic vote	00306	B D & E R Emery	Owner present	00308	D J & A B Slape	Owner present	00309	Anna Maria Esposito	Owner present	00310	A Laganin & V Visic	Owner present	00311	J R & F W Pit	Owner present	00401	A R W Blight	Owner present	00403	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00404	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00405	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00406	C & J S Valente	Electronic vote	00407	Opey Property Pty Ltd	Proxy present: Whittles	00408	Mrs H K & Mr C Thompson	Proxy present: Mr P Rocca & Mr C Zollo	00409	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo	00410	S K Fahey	Owner present	00411	R & E Ormston	Owner present	00412	O Merullo	Owner present	00501	A J & D C Hall	Owner present
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	00502	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00503	H R & M M Eggermann	Owner present
	00505	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00507	D J & A H Rady	Owner present
	00508	T & D F Unthank	Electronic vote
	00509	C Papillo & J K Raymond	Owner present
	00511	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00512	B R & P J Martin	Owner present
	00601	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00602	R & V Hounslow	Owner present
	00603	S & A Sciancalepore	Owner present
	00604	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00605	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00606	L W Shalless	Owner present
	00607	A Janic	Owner present (pre-voted)
	00608	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00609	M Vlahakis	Owner present
	00701	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00702	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00703	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
	00704	120 The Parade Pty Ltd	Proxy present: Mr P Rocca & Mr C Zollo
Chairperson	Pep Rocca & Charlie Zollo representing 120 The Parade Pty Ltd presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda, Alice Rava & George Belekas representing Whittles Management Services Pty Ltd		
Apologies	Susan De Luca (Apartment 206)		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		



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Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests. It was declared that P Rocca and C Zollo who were present at the meeting have a financial interest in the entity 120 THE PARADE PTY LTD and are directors Whittles & MGA have common ownership		

Motion 2				
Acceptance of Minutes		Ordinary Resolution		
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996, the minutes of the Inaugural General Meeting held on 17 JUL 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 33	No: 6	Abs: 12	Inv: 0

Item 3		
Explanation of the Community Titles Act (Advice)		
The Body Corporate Manager reviewed the provisions of the Community Titles Act, 1996 and the conditions of the By-Laws. It was noted that the By-Laws may be varied by special resolution and that the amended By-Laws would need to be lodged with the Registrar General and accompanied by the fee prescribed by regulation.		

Item 4		
Special & Unanimous Resolutions (Advice)		
The Body Corporate Manager explained that, apart from ordinary resolutions, the other forms of resolutions are special and unanimous resolutions. The Act prescribes that a special resolution requires fourteen (14) days written notice to all owners and that it be passed at a properly convened meeting of the Corporation at which the number of votes cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all members are present and entitled to vote. Special resolutions are required for decisions relating to transferring from Administration to Sinking Funds and amending by-laws. A unanimous resolution where prescribed in the Act also requires fourteen (14) days written notice to all owners and must be passed at a properly convened meeting of the Corporation without any vote being cast against it. Unanimous resolutions are required, for example, for granting exclusive use of common property.		



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Item 5

Lot Entitlements (Advice)

The lot entitlement of a community lot is a number assigned to a lot that bears in relation to the aggregate of the lot entitlements of all the community lots defined on the community plan, (with a tolerance of plus or minus 10%) the same proportion that the value of the lot bears to the aggregate value of those lots.

Lot entitlements determine the shares in which lot owners make monetary contributions to the Community Corporation and are responsible for the liabilities of the Corporation and the shares in which the assets of the Corporation are divided on cancellation.

Lot entitlement values may only be varied subject to a unanimous resolution and the new Schedule of Entitlements lodged with the Registrar General for registration.

Item 6

Taxation (Advice)

The Body Corporate Manager advised that interest earned on the Corporations Trust Accounts and income additional to the contributions to any maintenance trust account payable by Corporation members was taxable. The Taxation Commissioner has applied the Commissions Tax Ruling IT 2505 to Corporations.

The Deputy Commissioners interpretation of this ruling exempts members' contributions income and maintenance expenditure, as Corporations are regarded as non-profit organisations.

Item 7

Common Seal

That, the Corporation delegate to:

(a.) The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 139 of the Community Titles Act, 1996;

(b) That officer the power to jointly execute with any of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or its Committee acting within its powers

No Vote required



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Item 8		
Management Services (Advice)		
The Body Corporate Manager explained that the Corporation may appoint a person to assist the Office Bearers; and that "Whittles" provides a complete package of Strata and Community Corporation administration and building management. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the financial affairs of the Corporation, to be updated daily. Common property and all building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors and competitive quotations invited which when received will be referred to the Corporation for a decision. The duties of the appointed Body Corporate Manager are to conduct general meetings of the Corporation; to keep proper records including a record of accounts and presentation of an audited financial statement, effect insurance policies and process claims and process all requests for information lodged under Section 139 of the Act.		

Item 9		
Appointment of Manager		
THAT the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 DEC 2024 to 30 NOV 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal. No Vote Required		

10 Election of Office Bearers & Committee	
THAT in accordance with s76(1) & 90(1) of the Community Titles Act 1996, the meeting appoint Office Bearers and Committee Members. <u>Limitations Imposed</u> The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s91 to 99 of the Community Titles Act 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records. Please Note: The Corporation's By-Laws state that the Management Committee can comprise of no more than Seven (7) members.	



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Motion 10.1				
Presiding Officer	Ordinary Resolution			
120 THE PARADE PTY LTD nominates representative Mr Paul Zollo as Presiding Officer.				
Mr Paul Zollo was elected as Presiding Officer				
Motion CARRIED.				
Votes	Yes: 45	No: 3	Abs: 3	Inv: 0
Motion 10.2				
Secretary	Ordinary Resolution			
Lots 203, 304, 605 & 704: Mr P Rocca was elected as Secretary				
Motion CARRIED.				
Votes	Yes: 46	No: 2	Abs: 3	Inv: 0
Motion 10.3				
Secretary	Ordinary Resolution			
Lot 305: Ms T O'Neil's nomination as Secretary has been defeated				
Motion DEFEATED.				
Votes	Yes: 25	No: 23	Abs: 3	Inv: 0
Motion 10.4				
Treasurer	Ordinary Resolution			
Lot 305: Ms T O'Neil was elected as Treasurer.				
LinkedIn Profile - www.linkedin.com/in/tarnya-oneil				
Motion CARRIED.				
Votes	Yes: 48	No: 0	Abs: 3	Inv: 0
Motion 10.5				
Ordinary Member/s	Ordinary Resolution			
Lot 604: Mr C Zollo was elected as a Committee Member.				
Motion CARRIED.				
Votes	Yes: 45	No: 2	Abs: 4	Inv: 0



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Motion 10.6				
Ordinary Member/s	Ordinary Resolution			
120 THE PARADE PTY LTD nominates representative Mr Peter Zollo as a Committee Member. Mr Peter Zollo withdrew his nomination				
Motion WITHDRAWN.				
Motion 10.7				
Ordinary Member/s	Ordinary Resolution			
Lot 202: Mrs D Condo was elected as a Committee Member.				
Motion CARRIED.				
Votes	Yes: 41	No: 0	Abs: 10	Inv: 0
Motion 10.8				
Ordinary Member/s	Ordinary Resolution			
Lot 212: Mr B Cameron has been nominated as a Committee Member. Mr B Cameron withdrew his nomination				
Motion WITHDRAWN.				
Motion 10.9				
Ordinary Member/s	Ordinary Resolution			
Lot 401: Ms A Blight was elected as a Committee Member.				
Motion CARRIED.				
Votes	Yes: 45	No: 0	Abs: 6	Inv: 0
Motion 10.10				
Ordinary Member/s	Ordinary Resolution			
Lot 311: Mr F Pit was elected as a Committee Member.				
Motion CARRIED.				
Votes	Yes: 43	No: 0	Abs: 8	Inv: 0



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Motion 10.11				
Ordinary Member/s		Ordinary Resolution		
Lot 305: Ms T O'Neil has been nominated as a Committee Member.				
T O'Neil's nomination has been withdrawn as an ordinary member, as she has been appointed as Treasurer				
Motion WITHDRAWN.				
Motion 10.12				
Ordinary Member/s		Ordinary Resolution		
Lot 607: Ms A Janic's nomination as a Committee member has been defeated				
Motion DEFEATED.				
Votes		Yes: 25	No: 20	Abs: 6 Inv: 0
Motion 10.13				
Ordinary Member/s		Ordinary Resolution		
Lot 509: Ms Janice Raymond's nomination as a Committee member has been defeated				
Motion DEFEATED.				
Votes		Yes: 25	No: 20	Abs: 6 Inv: 0

Item 11		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so. Mr S Fahey mentioned that the MFS attended last week, and all lifts etc were still functioning and the building was running as per normal with no alert at all. E Breda mentioned this will be spoken about in general business		



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Item 12

Annual Compliance Register (Advice)

The *Work Health and Safety Act 2012*, recognises that a Company's common property is a workplace, as such the Company is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Company. Many different areas are subject to annual compliance and the Secretary may review at the meeting all obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Company's obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 13

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.

A Janic has a question about the public liability insured and that it may need to be increased, this will be a decision made by the Management Committee in the future.



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Item 14

Current Insurance Details (cont.)

THAT the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$90,000,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Underwriter	CHU Underwriting Pty Ltd
Broker	MGA Insurance Brokers
Policy Number	HU0006150019
Expiry Date	31.5.2026
Building Cover	\$90,000,000
Common Property Cover	\$900,000
Temp Accom & Loss of Rent	\$13,500,000
Public Liability	\$30,000,000
Voluntary Workers Personal Accident	Insured
Fidelity Guarantee	\$250,000
Office Bearers Liability	\$500,000
Govt Audit Expenses	\$25,000
Legal Expenses	\$1,000
Standard Excess	\$5,000
Flood Excess	\$5,000
Unoccupancy	\$5,000
Floating Floors	Insured

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

No Vote Required

Item 15

Public Officer

THAT a nominee of Whittles Management Services Pty Ltd be appointed the Public Officer of the Body Corporate for the purpose of lodging taxation returns on behalf of the Body Corporate.

No Vote Required



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Item 16

General Information

Sinking Fund Report

E. Breda explained a sinking fund forecast report is a 15 year schedule of capital works required and recommendation of the Contributions that should be raised each year to carry out the works required.

Hot Water/Gas Cut Off

E. Breda confirmed that the gas connection is automatically cut off when the fire alarm is activated. Jordan Plumbing is currently being called to restore the gas.

An owner raised a concern that, in a previous building, substantial costs were incurred as plumbers simply reconnected the gas. A key exists to bypass the auto shut off and it was discussed whether this key could be held by a Management Committee member, or if the Corporation should continue engaging Jordan Plumbing.

Action: The Management Committee will decide on the procedure.

Balcony Blind Shades

P. Rocca confirmed that specifications for the fire compliance of balcony blinds and awnings are being finalised. Once approved, the Corporation can provide a blanket approval for future installations.

Parcel Deliveries

D. Condo raised the option of installing parcel lockers. The general response from owners was positive.

Action: The Management Committee will make a final decision.

Window Cleaning

S. Fahey highlighted the distinction between regular window cleaning and defect-related cleaning.

J. Kennerley noted dust accumulation from nearby construction.

Approximately \$13,000 is budgeted annually. Most owners agreed window cleaning should occur after completion of the Osmond Terrace property.

Action: The Management Committee will decide on timing and contractor selection. P. Zollo suggested that the contractor handling builders' clean may be able to undertake window cleaning at a lower cost.

Review of By-Laws

A. Janic suggested that some By-Laws may require amendments and mentioned she would be happy to collect feedback from owners, collate it and conduct a full review.

There was little appetite from other owners to review the By-Laws at this stage.

Carpark

M. Vlahakis highlighted the dusty condition of the carpark, emphasizing the need for regular cleaning.

Action: The Body Corporate Manager will liaise with the developers and project managers to address this.

Mirrors Around ramps

Owners agreed that mirrors should be installed around ramps in the carpark and on Church Avenue.

Action: The Body Corporate Manager will arrange quotes for Management Committee consideration.

Public Lighting

Poor public lighting on Church Street was raised.

Action: The Body Corporate Manager will follow up with the Council.



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Motion 17				
Approval to Install Heat Strip Heater on the Balcony at Lot 507		Special Resolution		
It was resolved that the Body Corporate retrospectively approves the Owner of Lot 507 to install a ceiling strip heater on the balcony at that Lot, in accordance with the written application and subject to the following conditions: The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the strip heater will be borne by the Owner of that Lot and/or their successors.				
Motion CARRIED.				
Votes	Yes: 47	No: 0	Abs: 4	Inv: 0

Motion 18				
Approval to Install a Balustrade at Lot 209		Special Resolution		
THAT the Body Corporate authorises the Owner of Unit 209 to install new balustrade on their level 2 apartment balcony, in accordance with the written application and subject to the following conditions: The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the Balustrade will be borne by the Owner of that Unit and/or their successors. The installation will adhere to all relevant planning and Building Code Australia (BCA) codes and relevant safety regulations. The associated costs will be covered by the owners of Apartment 209. Further, the Strata Manager is authorised to oversee the installation process and ensure compliance with all strata management requirements. A Janic mentioned that T O Neil did state that if the balustrade is installed, then the balustrade should be Corporation property. All agreed that the balustrade would be a part of the apartment so the owner should own it. It was also confirmed that the costs associated with the balustrade would be borne by the lot owner, now and into the future.				
Motion CARRIED.				
Votes	Yes: 46	No: 0	Abs: 5	Inv: 0



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Motion 19

Approval to Install Cat Meshing on the Balcony of Lot 201

Special Resolution

THAT the Body Corporate authorises the Owner of Lot 201 to install cat meshing on the balcony of that Unit, subject to the following conditions:

The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the cat mesh will be borne by the Owner of that Unit and/or their successors.

Motion WITHDRAWN.

Item 20

Administrative Fund Budget

THAT in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted.

Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$85,157 for the financial year ending 30 JUN 2026.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

It has been agreed that the fiscal year now end on the last day in March 2026.

No Vote Required

S Fahey mentioned that we should check what machinery around the building is under warranty. Also, that machinery breakdown should be added to the Corporation's insurance policy.



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Item 21		
Sinking Fund Budget		
THAT in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$6,000 for the financial year ending 30 JUN 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values. It has been agreed that the fiscal year now ends on the last day in March 2026. No Vote Required		

Item 22		
Utilities – Cold Water (Advice)		
Each tenancy has a cold-water meter installed to record the volume of cold water consumed by that tenancy. Cold water consumption will be billed to lot owners by a meter reading contractor on a quarterly basis using the gazette SA Water prices. SA Water will still invoice lot owners on a quarterly basis for their supply and sewerage charges. The water meter for each tenancy won't measure the volume of hot water consumed by each apartment, so this water consumption will be billed in bulk to the Primary Corporation.		

Item 23		
Utilities - Electricity (Advice)		
Owners/residents will be responsible for their consumption. Owners/residents will be required to open an account with their chosen retailer. All common area electricity is separately metered and will be billed to the Primary Corporation. A solar system has been installed on the roof, connected to the common area electricity feed, helping to reduce the Primary Corporation's ongoing electricity expenditure		

Item 24		
Utilities – Gas / Hot Water (Advice)		
Hot water for the apartments is fed from a centralized, gas-fired plant on the roof. The gas consumption for this plant will be billed via a single main meter to the Primary Corporation. The commercial tenancies that require gas will be also serviced by this main meter but have sub meters installed so their gas consumption can be recovered by the Primary Corporation. However, the commercial tenancies do not get hot water from this plant. One owner present mentioned that small flow meters can be installed for the gas. This question will be referred to the Developers.		



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Item 25

Fire Systems (Advice)

Combined Fire will carry out the fire system testing and maintenance service under defect liability for a period of 12 months and then ongoing.

Item 26

Lifts (Advice)

Schindler will carry out the lift maintenance service under defect liability for a period of 12 months.

Item 27

Security Access & Control (Advice)

Austronics has been selected to carry out the CCTV and Access control maintenance for the building from Catcom. Austronics has also been engaged to provide Fobs & Remotes.

Item 28

Rubbish Contractor (Advice)

The Corporation has engaged Veolia to perform the rubbish duties at the site.

The Corporation approved the one-year contract agreement pricing, which is available on the Whittles portal.

Item 29

Cleaning Contractor (Advice)

The Corporation has engaged Property Maintenance Plus to perform the cleaning duties at the property.

A detailed summary of the scope and costings is available on the Owners Portal. One year contract approved.

Item 30

Audit of Financial Statement

THAT In accordance with Part 13, Division 2 of the *Community Titles Act 1996*, the Body Corporate will elect to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$560.00.

No Vote Required



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Item 31

Insufficient Funds Special Levy Authority

THAT should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$11,000.00.

If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

No Vote Required

Item 32

Interest Charged on Overdue Contributions/Levies

THAT in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.

The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.

No Vote Required



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Item 33

Recovery of Overdue Contributions/Levies

THAT in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.43270 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.

Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Owners are advised of the following debt recovery process:

1. Owners are issued their contribution notice approximately 3 weeks before the due date.
2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.
3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.
4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.
5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.

No Vote Required

Item 34

Meeting Closure

There being no further business the meeting closed.

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line.
For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET**COMMUNITY CORP.43810 INC (SECONDARY)
3 CHURCH AVENUE, NORWOOD****Year ending June 2026****ADMINISTRATIVE FUND**

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
Contributions	85,157.00	85,157.00	85,157.00	85,157.00	\$340,628.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	85,157.00	85,157.00	85,157.00	85,157.00	\$340,628.00
EXPENDITURE					
Cleaning	12,226.50	12,226.50	12,226.50	12,226.50	\$48,906.00
Cleaning - Bin washing	2,023.25	2,023.25	2,023.25	2,023.25	\$8,093.00
Cleaning - Windows	0.00	0.00	0.00	13,800.00	\$13,800.00
Common property	625.00	625.00	625.00	625.00	\$2,500.00
Computer - Communiti Link	1,400.00	384.00	384.00	384.00	\$2,552.00
Electrical	375.00	375.00	375.00	375.00	\$1,500.00
Fire systems	250.00	250.00	250.00	250.00	\$1,000.00
Lift	2,750.00	2,750.00	2,750.00	2,750.00	\$11,000.00
Management - Additional services	511.75	511.75	511.75	511.75	\$2,047.00
Management - Agreed Services	3,412.50	3,412.50	3,412.50	3,412.50	\$13,650.00
Management - Asset Maintenance Services	295.43	295.43	295.43	295.43	\$1,181.72
Management - Disbursement Fees	1,007.50	1,007.50	1,007.50	1,007.50	\$4,030.00
Plumbing	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Primary Plan contribution	44,872.50	44,872.50	44,872.50	44,872.50	\$179,490.00
Rubbish	6,730.75	6,730.75	6,730.75	6,730.75	\$26,923.00
Security	625.00	625.00	625.00	625.00	\$2,500.00
Security - Intercom	250.00	250.00	250.00	250.00	\$1,000.00
Security doors	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - ABN/TFN Registration	110.00	0.00	0.00	0.00	\$110.00
Taxation - Accountants fee	0.00	0.00	0.00	275.00	\$275.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - GST Registration / De-Registration	110.00	0.00	0.00	0.00	\$110.00
Technology and System Fees	260.00	260.00	260.00	260.00	\$1,040.00
Utilities - Water	750.00	750.00	750.00	750.00	\$3,000.00
Total	80,085.18	78,849.18	78,849.18	92,924.18	\$330,707.72

SINKING FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
Contributions	6,000.00	6,000.00	6,000.00	6,000.00	\$24,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	6,000.00	6,000.00	6,000.00	6,000.00	\$24,000.00
EXPENDITURE					
Reports - Sinking fund analysis	0.00	0.00	2,800.00	0.00	\$2,800.00
Total	0.00	0.00	2,800.00	0.00	\$2,800.00

CASH FLOW SUMMARY

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	1,061.50	6,133.32	12,441.14	18,748.96	\$1,061.50
Add: Contributions	85,157.00	85,157.00	85,157.00	85,157.00	\$340,628.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	80,085.18	78,849.18	78,849.18	92,924.18	\$330,707.72
CLOSING BALANCE	6,133.32	12,441.14	18,748.96	10,981.78	\$10,981.78
<u>SINKING FUND</u>					
Opening Balance	0.00	6,000.00	12,000.00	15,200.00	\$0.00
Add: Contributions	6,000.00	6,000.00	6,000.00	6,000.00	\$24,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	2,800.00	0.00	\$2,800.00
CLOSING BALANCE	6,000.00	12,000.00	15,200.00	21,200.00	\$21,200.00

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 64

Lot Number	— Effective from 15/07/25 —			— Effective from 15/07/25 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
204, 304	98	834.53	\$918	98	58.80	\$65
404	100	851.57	\$937	100	60.00	\$66
206, 306, 504	102	868.60	\$956	102	61.20	\$67
301, 406, 603	104	885.63	\$974	104	62.40	\$69
506	107	911.17	\$1,002	107	64.20	\$71
201, 203, 303, 307, 310, 311, 312, 501, 605	108	919.69	\$1,012	108	64.80	\$71
308, 403, 407, 408, 410, 411, 412	111	945.24	\$1,040	111	66.60	\$73
503, 507, 508, 510, 511, 512	113	962.27	\$1,059	113	67.80	\$75
212, 213, 214, 215, 216, 609	115	979.30	\$1,077	115	69.00	\$76
208	119	1,013.36	\$1,115	119	71.40	\$79
210, 211, 217	123	1,047.43	\$1,152	123	73.80	\$81
602	147	1,251.80	\$1,377	147	88.20	\$97
309	164	1,396.57	\$1,536	164	98.40	\$108
409	168	1,430.63	\$1,574	168	100.80	\$111
509	172	1,464.70	\$1,611	172	103.20	\$114
202, 302	188	1,600.95	\$1,761	188	112.80	\$124
209	194	1,652.04	\$1,817	194	116.40	\$128
502	197	1,677.59	\$1,846	197	118.20	\$130
607, 608	213	1,813.84	\$1,995	213	127.80	\$141
305	217	1,847.90	\$2,033	217	130.20	\$143
405	219	1,864.93	\$2,052	219	131.40	\$145
505	225	1,916.03	\$2,108	225	135.00	\$149
604	229	1,950.09	\$2,145	229	137.40	\$151
205	246	2,094.86	\$2,305	246	147.60	\$162
601	262	2,231.11	\$2,454	262	157.20	\$173
606	274	2,333.30	\$2,567	274	164.40	\$181
703	319	2,716.50	\$2,988	319	191.40	\$211
401	344	2,929.40	\$3,223	344	206.40	\$227
702	389	3,312.60	\$3,644	389	233.40	\$257
704	397	3,380.73	\$3,719	397	238.20	\$262
701	409	3,482.92	\$3,832	409	245.40	\$270
QUARTERLY TOTAL		\$85,156.73	\$93,683.00		\$6,000.00	\$6,602.00

Community Corporation 43810 Inc.
At 3 CHURCH AVENUE, NORWOOD

Page 1

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
15/10/25	<u>Approval to Install Heat Strip Heater on the Balcony at Lot 507</u> It was resolved that the Body Corporate retrospectively approves the Owner of Lot 507 to install a ceiling strip heater on the balcony at that Lot, in accordance with the written application and subject to the following conditions: The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the strip heater will be borne by the Owner of that Lot and/or their successors. MOTION CARRIED <u>Approval to Install a Balustrade at Lot 209</u> THAT the Body Corporate authorises the Owner of Unit 209 to install new balustrade on their level 2 apartment balcony, in accordance with the written application and subject to the following conditions: The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the

Balustrade will be borne by the Owner of that Unit and/or their successors.

The installation will adhere to all relevant planning and Building Code Australia (BCA) codes and relevant safety regulations. The associated costs will be covered by the owners of Apartment 209.

Further, the Strata Manager is authorised to oversee the installation process and ensure compliance with all strata management requirements.

A Janic mentioned that T O Neil did state that if the balustrade is installed, then the balustrade should be Corporation property. All agreed that the balustrade would be a part of the apartment so the owner should own it.

It was also confirmed that the costs associated with the balustrade would be borne by the lot owner, now and into the future.

MOTION CARRIED

Utilities - Electricity

Owners/residents will be responsible for their consumption.

Owners/residents will be required to open an account with their chosen retailer.

All common area electricity is separately metered and will be billed to the Primary Corporation.

A solar system has been installed on the roof, connected to the common area electricity feed, helping to reduce the Primary Corporation's ongoing electricity expenditure

Utilities – Gas / Hot Water

Hot water for the apartments is fed from a centralized, gas-fired plant on the roof. The gas consumption for this plant will be billed via a single main meter to the Primary Corporation.

The commercial tenancies that require gas will be also serviced by this main meter but have sub meters installed so their gas consumption can be recovered by the Primary Corporation. However, the commercial tenancies do not get hot water from this plant.



Certificate of Insurance

ABN 29 008 096 277

Eric Breda
Community Corporation 43809 & 43810 Inc
C/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5067

Date: 29.05.2026
Invoice No: I5016613

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Strata Title Commercial

Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000

Period 31.05.2026 to 31.05.2027

Policy No. POL11211533

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277

176 Fullarton Road

DULWICH

S.A. 5065

Phone: 08 8291 2300

PO Box 309

KENT TOWN S.A. 5071

COVERAGE SUMMARYCommunity Corporation 43809 & 43810 Inc
Strata Title Commercial

STRATA/COMMUNITY CORPORATION - COMMERCIAL

INSURED:

Community Corporation 43809 and 43810 Inc

SITUATION:

120-132 The Parade, Norwood SA 5067

3 Church Avenue, Norwood SA 5067

SECTION 1	PART A	1. Building	\$131,430,000
		Common Area Contents	\$ 1,314,300
	PART B	Loss of Rent/Temporary Accommodation	\$ 19,714,500
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$ 30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$ 300,000
SECTION 6	Office Bearers' Liability		\$ 5,000,000
SECTION 7	Machinery Breakdown		\$ 50,000
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs	\$ 25,000
		- Professional Fees	
	PART B	Appeal Expenses	\$ 100,000
	PART C	Legal Defence Expenses	\$ 50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$ 300,000
SECTION 11	Loss of Lot Market Value		Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

Section 1 - \$ 2,000 Insured Property

\$ 5,000 To apply in respect of Loss or Damage to any Lot/Unit while unoccupied, and individually to each Lot/Unit in the event that Loss or Damage occurs to multiple unoccupied Lots/Units

Section 7 - \$ 2,000 Machinery Breakdown

Section 9 - \$ 1,000 Legal Defence Expenses and 10% Contribution

MGA Insurance Brokers Pty Ltd

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176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 43809 & 43810 Inc
Strata Title Commercial

ENDORSEMENTS

Your policy includes the following endorsements that are changes to your cover and should be read together with your PDS and Policy Wording. In all other respects the Policy remains unaltered and is subject to the terms, conditions and exclusions contained therein.

END0110 - Flood Limit

For Optional Cover 1. Flood in Section 1 - Insured Property the Flood sublimit is \$10,000,000 in the aggregate.

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

COMMERCIAL TENANCIES (As at July 2025)

Ground Floor -

- 1. Asian Fusion Restaurant
- 2. San Churro - Dessert Restaurant
- 3. Italian Bakery
- 4. Touch Nails - Nail Salon
- 5. Janesce - Organic Skin Care
- 6. Greek Restaurant and Wine Bar
- 7. Greek Restaurant and Wine Bar
- 8. Pasta Bar

Level 1 -

Silk Laser Head Office
GP Clinic
Zollo Family Office

UNDERWRITING INFORMATION:

Year Built 2025

Primary Wall Construction

Secondary Wall Construction

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection

Sprinkler systems in the complex basement/carpark?	Yes
Sprinkler systems in the complex units?	Yes
Fire hose reels located throughout the complex?	Yes

Number of Units	64
Residential & Retail	
Number of Levels	7
Number of Basements	1

MGA Insurance Brokers Pty Ltd

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DULWICH
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KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 43809 & 43810 Inc
Strata Title Commercial

Number of Lifts	3
Number of Pools/Spas	7
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	0
% of EPS	0 %
% Commercial Tenants	14 %



**STRATA
COMMUNITY
INSURANCE**

STRATA INSURANCE **PDS & POLICY WORDING**



CONFIDENCE FOR YOUR COMMUNITY

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PRODUCT DISCLOSURE STATEMENT

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. The PDS sets out the standard terms, conditions limits and exclusions of the cover. Therefore, it is important that You read it carefully and in conjunction with the other documents that form part of the Policy, such as the Schedule, to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General definitions commencing on page 20.

Insurer

The Policy is insured by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of 10 Carrington Street, Sydney NSW 2000.

The preparation date of the PDS is 1 April 2026.

Authority to act for Us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to Strata Community Insurance in Your State. The contact details are shown on the back cover of this document.

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products and provide claims handling and settling services. Their founders created Australia's first strata insurance policy in 1978, and that legacy has since grown beyond Australia to five other countries, building a depth of experience unmatched in strata insurance. Such experience ensures that their products are innovative and provide comprehensive cover for Your insurable assets and liabilities.

General information

The Claims made notice set out below is provided for Your general information only. It does not form part of the insurance contract with You and is not part of the Policy.

Nothing contained in the claims made notice imposes contractual obligations on You, or creates contractual rights. These are contained in the Policy and any Endorsement.

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover Special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

WHAT YOU SHOULD READ

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- The Policy wording that commences on page 13. It tells You about:
 - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
 - important definitions that set out what We mean by certain words;
 - the cover We can provide under Sections 1 to 11;
 - what Excesses You may have to pay (see 'Payment of Excess' below);
 - when You are not insured (see General exclusions and other exclusions under Sections 1 to 11);
 - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims – basis of settlement" in Sections 1, 7, 8 and 10);
 - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, needed to complete to apply for cover;
- any Schedule (see definition under General definitions in the Policy wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

What You are covered for / not covered for

The following is a summary of what You are covered for under the Policy only. For the full terms, conditions, limits and exclusions You need to read and consider this PDS, any Supplementary PDS, the Schedule and any other document We tell You forms part of the Policy.

Section 1 – Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A:

- Storm damage to gates and fences.
- Tsunami damage to Your Insured Property.
- architects and professional fees, removal of debris.
- up to \$500,000 for building alterations, additions or renovations.
- up to \$10,000 for arson, theft, vandalism or malicious damage conviction.
- Fusion of electric motors up to \$5,000.
- up to \$100,000 for rewriting or reconstructing Your records.

Under Part B:

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C:

- up to \$2,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event.
- up to \$2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit to be occupied for its intended purpose by an insured Event.
- up to \$1,000 a Lot for the cost of boarding pets following insured damage.

► Some examples of the Events that We do not cover include:

- Loss or Damage caused by Flood unless You take Optional Cover.
- Loss or Damage caused by the sea, high water or tidal wave other than if caused by a Tsunami.
- Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block.
- Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds \$250,000 unless We have otherwise agreed before the commencement of such work.

Section 2 – Liability to others

Section 2 covers Your legal liability to others for death, bodily injury, or Loss or Damage to property, that happens during the Period of Insurance.

Section 3 – Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- \$300,000 for accidental death, or loss of the use of two hands, two feet or two eyes.
- \$150,000 for loss of the use of one hand, one foot or one eye.
- up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business.
- up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business.
- up to \$500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.

► Some Events We do not cover include:

- weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;
- weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;
- a Voluntary Worker under the age of 12 years;
- intentional self-injury or suicide or any attempt thereat.

Section 4 – Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in Tasmania, Australian Capital Territory, Northern Territory or Western Australia.

No workers compensation is provided in Queensland, New South Wales, South Australia or Victoria.

Section 5 – Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 – Office Bearer's liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 – Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 – Catastrophe insurance

Section 8 covers the unforeseen increase in the Replacement cost of Your Insured Property following the happening of a catastrophe from an Event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent.
- extended period of cover and escalation in the cost of Temporary Accommodation.
- removal and storage of Your undamaged Insured Property.
- cost of evacuation for resident Lot Owners.

► We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.

Section 9 – Government audit costs and legal expenses

Section 9 provides cover for:

Part A – the cost of professional fees if You are audited by the Australian Tax Office or another government organisation.

Part B – the cost of appealing against common property health and safety breaches.

Part C – the cost of defending specific litigation brought against You. A special Excess and contribution payment applies to **Part C**.

Section 10 – Lot Owners' fixtures and improvements

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This **Section 10** covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General exclusions.

Section 11 – Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or Constructive Total Loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any public or statutory authority that results in all or some Lot Titles being terminated.

Please read the appropriate Sections in the Policy wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other reasonable evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.

- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. You must advise Us of:
 - all changes in occupancy relating to Your Insured Property and other property insured under the Policy;
 - any change in information or details You have given Us in relation to You, or Your Insured Property and other property insured under the Policy; and
 - any change that increases the risk of Loss or Damage, or the likelihood or personal injury or liability losses in connection with Your Insured Property or other property insured under the Policy.
- Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty to take reasonable care not to make a misrepresentation; or make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery breakdown and Government audit costs and legal expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excess

An Excess may apply to any claim under this insurance.

An Excess is an amount You may have to pay towards each claim You make under this insurance Policy. The Excess that is applicable is shown on the Schedule, and/or within the relevant Section or Part. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess applicable to Your claim.

An Excess will be applied for each claim arising out of any one Event or Occurrence.

We will tell You the amount of any Excess when You apply for cover and they may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 17). In summary, they are as follows:

- the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- the Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.
- when We pay a claim, Your GST status will determine the maximum amount We pay You.
- there may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess and Contribution applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

The occupancy of Your building and the percentage of commercial floor space and residential floor space will affect premium, taxes, duties and levies applicable as well as any administration fees charged by Strata Community Insurance.

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

Cooling off period

A 21-day cooling off period applies to this insurance. So, if You decide You don't want this Policy, You can cancel it up to 21 days from:

- the date We issue a new Policy to You, or
- the start date of a renewed Policy.

We'll refund Your premium in full, as long as You:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from Your refund.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us (Duty). This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance using the details on the back cover of this document.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the Police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs necessary to reduce, or prevent further, Loss or Damage, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at <https://www.allianz.com.au/> and the Strata Community Insurance Privacy Policy available at <https://stratacommunityinsure.com.au/>

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers,

intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at www.allianz.com.au; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with Our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how We deal with complaints.

Our Privacy Policy is available at allianz.com.au.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at apra.gov.au and the APRA hotline on 1300 55 88 49.

Terrorism and Cyclone Insurance Act

We have determined that the Policy (or part of it) is a Policy to which the *Terrorism and Cyclone Insurance Act 2003* (Cth) applies. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the Premium charged to You. As with any other part of the Premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Strata Community Insurance, Allianz or Your intermediary.

Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if You wish to automatically receive the confirmation of the transaction after it occurs e.g. at the conclusion or settlement of the claim, please contact Us.

STRATA INSURANCE POLICY WORDING

IMPORTANT INFORMATION

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

The PDS, this Policy wording, the Schedule, any Endorsements and any other documents that We tell You form part of the Policy such as any Supplementary Product Disclosure Statement (SPDS):

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General definitions and individual Section Special definitions.

Policy Classification for premium and charges

We will classify Your risk based on characteristics such as the percentage of floorspace which is used for residential and commercial purposes. This classification will determine the premium, taxes, duties and levies applicable, as well as any administration fees charged by Strata Community Insurance. Any differences in cover based on this classification, where applicable, are detailed in this Policy.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this PDS and the Schedule.

You may elect to pay Your Premium annually one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, as soon as reasonably practicable, but before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date of this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us before the instalment is due.

Adjustments on renewal

Notice

At least 14 days before Your Policy expires, We will tell You if We will renew Your Policy or provide notice confirming whether We are prepared to negotiate to renew or extend Your cover. In certain circumstances We will send You a request for additional information in order to consider any changes to Your Sums Insured, Premium and charges, or if We want to make changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

On renewal We will increase Your Sums Insured under **Section 1 Parts A and B** and **Section 8** by reference to market indices for building construction increases.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable to Your new Policy. You should promptly advise Strata Community Insurance if You wish to vary these updated Sums Insured.

Indexation does not apply to any other policy limit contained in **Sections 1 and 8**.

Whether or not indexation applies, You should check Your Sums Insured on each renewal to ensure that the level of cover remains right for You.

Instalment payments

If paying by instalments, and We agree to renew Your Policy, We will automatically continue Your cover on the terms contained in the renewal offer We send You unless You tell Us not to. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty to take reasonable care not to make a misrepresentation.

Information You must tell Us

You are asked at the time You take out this insurance to tell Us about any information that might affect Our decision to insure You or the terms We offer, concerning any:

- application for or renewal of any insurance cover that was declined, cancelled or refused, or where any non-standard excess was imposed in the last 5 years;
- claim refused by an insurer;
- claim made by Your Strata Community;
- known defect;
- change to commercial occupancies;
- non-compliant building materials;

in relation to You because any of these may affect the Premium and extent of insurance. If You are not sure about the answers or the accuracy or completeness of the information, You should take the time to find out before providing a response.

As well as Your obligations under the duty to take reasonable care not to make a misrepresentation when You enter into the policy with Us, You must tell Us as soon as reasonably possible if, during the Period of Insurance, there are any changes to information You have provided Us. We will notify You in writing of the effect a change may have on Your renewal.

When We receive this information, We may:

- propose changes to the terms and conditions of Your Policy;
- propose to charge You a higher Premium;
- cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium; or
- if We are no longer prepared to insure You because there has been a material change to the risk, decide not to offer to renew Your Policy.

Claims procedures

1. What You must do

As soon as reasonably possible after You discover that something has happened that is likely to result in a claim, You must:

- (a) notify Us.
- (b) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage.
- (c) inform the Police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim or dispose of damaged items, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim, You must:

- (a) as soon as reasonably possible, inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced to the extent We are prejudiced;
- (b) provide details of what has occurred and when requested complete and return Our claim form as soon as reasonably possible together with reasonable proof to support Your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;
- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for reasonable emergency repair costs permitted under Benefit 1) h) of **Part A** of **Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used (acting reasonably). If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

You must:

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests and will keep You informed if You ask Us to.

9. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

We will not deny liability for a claim, or reduce the amount of a claim, if Our right of denial or reduction is solely caused by an act, error or omission of Your Strata Community Manager while acting on Your behalf and You have not directly authorised the act, error or omission.

Cancelling Your Policy

When You can cancel this Policy

You may cancel this Policy at any time by giving Us notice using the details set out on the back cover.

When We can cancel this Policy

We have the right to cancel this Policy in certain circumstances, including where:

- You failed to comply with Your duty to take reasonable care not to make a misrepresentation,
- You have failed to comply with a provision of Your Policy, including a term relating to payment of Premium,
- You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, or
- where We are otherwise permitted to do so by law.

If You pay Your premium by instalments and an instalment becomes overdue, We will cancel in accordance with the process set out in 'Payment by Instalment', see page 14.

If You pay annually and You have not paid Your Premium or We cancel the Policy for any other reason, We'll give You at least 3 business days' notice in writing before the cancellation date, either:

- in person to You or Your agent
- electronically to the email address You've given Us where You have agreed to receive notices electronically
- by post to the address You've given us.

Cancellation costs

If Your Policy is cancelled, We may deduct a pro rata proportion of the Premium for time on risk, plus all or part of any government taxes, levies or duties.

Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

1. not registered for GST:

We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.
2. registered for GST:
 - (a) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other Policy limit including GST
 - (b) when We settle direct with You, We will pay up to the Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions – which apply to all Sections unless otherwise stated

1. Alteration of risk

You must advise Us as soon as reasonably possible of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

You must advise Us:

- where Your Insured Property is undergoing alteration or construction;
- any known defects You are aware of or should reasonably be aware of associated with Your Insured Property;
- all changes in occupancy relating to Your Insured Property;
- non-compliant building materials;
- any known Illegal or Non-Compliant Installations.

If You do not do so We may not be liable for any Loss or Damage or liability caused or contributed to by any such change or alteration to the extent that We are prejudiced by Your omission to tell Us.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake, Tsunami or seismological disturbance that occurs during any one period of seventy-two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;

- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage; provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third-party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third-party beneficiaries; provided that
- (b) the other insured party(ies) or third-party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, however, We may at Our option charge an additional Premium based on the amount of the claim and the unexpired term of the Policy.

► This condition does not apply:

- (a) when We pay a total loss or Constructive Total Loss;
- (b) when We pay the full Sum Insured;
- (c) to **Section 1**;
 - (i) **Part A** benefits 7), 20), 22) and 24)
 - (ii) **Part B** benefit 4),
- (d) to **Sections 6 and 9**.

5. Swimming Pools

If Your Insured Property includes any swimming pool at the Situation, You must take reasonable steps to ensure that it is compliant with:

- (a) all applicable laws, acts and regulations, and
- (b) the Australian Pool Safety Standard AS1926 or any other Australian Standard applicable to You.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

6. Commercial Cooking

It is Your responsibility to ensure that Lot Owners and Tenants carrying out any commercial cooking at any part of Your Insured Property:

- (a) have professional contractors thoroughly clean the entire internal and external area of all filters, canopies/hoods, flues and extraction ducting, including extraction motors and fans, by the removal of all greasy and oily deposits and other waste materials, in accordance with AS 1668.

- (b) install suitable fire extinguishers and/or blankets in the frying area as recommended by a professional fire safety company in accordance with AS 1841 and AS 2444.
- (c) inspect, clean, and maintain all fire protection equipment (installed to AS 2118 for sprinklers or AS 3772 for pre-engineered systems) in accordance with AS 1851.

A written record of all such formal cleaning including details of all professional contractors together with certificates of completion and invoices are to be kept readily available for review upon reasonable request.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

7. Electric Vehicle Charging

It is Your responsibility to ensure You and all Lot Owners, where there is installed electric vehicle charging equipment occupying any part of Your Insured Property:

- (a) approve and implement suitable electric vehicle by-laws for installation and use on Common Area in accordance with the applicable strata scheme legislation for Your Insured Property
- (b) ensure installation in Common Area and within any Lots is completed by qualified and licensed professionals for installation, maintenance and storage of all electrical charging equipment and wiring in accordance with AS/NZS 3000A
- (c) keep written records, that are readily available for review when requested, of all such installations, maintenance agreements and emergency plans including details of all professional contractor(s) together with certificates of completion and invoices.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

General exclusions – what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, caused by, arising from or in any way connected with the following:

1. Act of Terrorism

to the extent permitted by law (including but not limited to as provided under the *Terrorism and Cyclone Insurance Act 2003* (Cth)):

- (a) any Act of Terrorism;
- (b) any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;

- (c) biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;
- (d) non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or
- (e) any threat of an Act of Terrorism.

2. Cyber and Electronic Data

- (a) the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Cyber Event and/ or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or
- (b) an error in creating, amending, entering, deleting or using Electronic Data, or
- (c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,

regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

However, in respect of Sections 1, 7, 8 and 10, but for this exclusion, in the event that any Loss or Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Loss or Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

Further, this General Exclusion 2 does not apply to costs and expenses specifically covered under benefit 24 (Cyber Response Costs) of **Section 1 Part A**, subject to all terms, provisions, conditions, exclusions and limitations applicable to that benefit.

3. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. Nuclear

Ionising radiation from, or contamination by radio-activity from:

- (a) any nuclear fuel or nuclear waste or
- (b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or
- (c) nuclear weapons material.

5. War

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amount to a popular uprising, rebellion, revolution, insurrection, military rising, use of military or usurped power, martial law or state of siege, looting, sacking or pillage following any of these, or the expropriation of property.

6. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. Sanctions

circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand, or any other applicable national trade or economic sanctions, law or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

8. Communicable Disease

any claims or costs arising out of any actual or alleged loss, liability, damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.

This exclusion does not apply to Section 4 – Workers' compensation, in respect of which cover is subject to the relevant terms, conditions, limits and exclusions provided in the applicable workers compensation policy.

General definitions – the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant **Section**.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate or put in fear the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence or use of force against one or more persons; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or disrupt an electronic system.

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Communicable Disease

means:

- (a) any disease infectious in humans forming part of the listed human diseases under, or that is the subject of a human biosecurity emergency under, the *Biosecurity Act 2015* (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015* (Cth) in whole or part, whether or not such declaration has taken place before or after commencement of this Policy; or
- (b) Highly Pathogenic Avian Influenza in humans; or
- (c) any pandemic or epidemic, as defined and declared by the World Health Organisation.

Constructive Total Loss

means when We determine (acting reasonably) that the estimated cost of reinstating the damaged portions of Your Insured Property would exceed the cost for Replacement of Your Insured Property immediately prior to the Loss or Damage.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyber Event

means:

- (a) unauthorised access to, or unauthorised use of, Your computer systems, networks or Electronic Data;
- (b) any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature;
- (c) payment redirection fraud, phishing, social engineering or similar deceptive practices that result in the unauthorised:
 - (i) transfer of Your money; or
 - (ii) disclosure of Your confidential information or Electronic Data;
- (d) human error or malicious act by any person authorised to access Your computer systems that results in unauthorised disclosure, deletion, corruption or encryption of Your Electronic Data;

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Cyber terrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means data of any kind including, but not limited to, facts, concepts and other information in a form usable by computers or other electronic or electromagnetic data processing equipment. Electronic Data shall also include computer Software and all other coded instructions for the processing or manipulation of data on any such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event

means an unintended and unexpected single happening or incident which causes or results in Loss or Damage, or a legal liability to pay compensation, that is covered under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or Occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Illegal or Non-Compliant Installations

means works, including but not limited to construction, installation, alteration, modification or changes to Your Insured Property or any Lot, that have not obtained all required development approvals and building permits, or that have not complied with applicable legislative requirements and by-laws, including compliance with the National Construction Code and manufacturers' specifications applying at the time the works are undertaken.

Insured Property**(a) Building**

means building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) outbuildings;
- (ii) fixtures and structural improvements including fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;
- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are:
 - (a) used exclusively for non-commercial purposes; and
 - (b) that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.
- (x) electric vehicle charging stations permanently attached to the building.
- (xi) solar panels and associated solar energy equipment including photovoltaic panels, solar collectors, inverters, batteries, mounting systems and related wiring, when installed for use by You.
- (xii) Stratum Lot or Volumetric Lot

(b) Common Area Contents

means (but not so as to limit the generality thereof):

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered; that You own or have legal responsibility for:
 - (a) at, in or adjacent to Your Situation, or
 - (b) temporarily removed elsewhere in Australia including transit to and from Your Situation.

► Building and Common Area Contents do not include:

- (i) aircraft, caravans, trailers, Vehicles, (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- (ii) damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;
- (iii) livestock, fish, birds or other animals;
- (iv) works undertaken by Lot Owners or Tenants, including but not limited to construction, installation, alteration, modification and changes to Your Insured Property which have not received Your written approval and complied with requirements specified under relevant strata legislation applying where Your Building is situated, prior to those works being undertaken;
- (v) Lot Owners' Contents and any other personal property of theirs;
- (vi) contents, items and any other property of Tenants;
- (vii) Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;
- (viii) money, other than as covered under benefit 15 of **Part A of Section 1**;
- (ix) plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under benefit 3 of **Part B of Section 1**;
- (x) temporary wall, floor and ceiling coverings within a Lot;
- (xi) mobile or fixed air-conditioning units servicing an individual Lot (Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation

Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by this Policy.

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;
- (c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Member(s)

means and is limited to the interest of proprietors, members, Lot Owners or shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this PDS, the Schedule (including any issued in substitution), any Endorsements attaching to or contained within those documents and any other documents We tell You form part of the Policy, including any SPDS. These will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on either:

- (a) the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage; or
- (b) In the case of short-term rental accommodation, a pro-rata basis, calculated as a daily rate based on short term stay receipts from the previous 12 months of bookings that applied immediately prior to the happening of Loss or Damage.

Any annual or daily rentable value must be substantiated by means of a signed tenancy or lease agreement or by other reasonable evidence including bookings captured under an electronic short term stay booking platform.

Any amount of annual or daily rentable value shall not include any commission, fees or charges to any person(s), provider or entity responsible for provision of services or the management of any such arrangement.

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to:
 - (i) alter or upgrade Your Insured Property to comply with public, statutory or environmental protection authority requirements; and
 - (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® standard,

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following:

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid.

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Software

means a collection of programmes which cause machinery or electronic equipment to perform a desired operation or series of operations.

Storm

means a violent wind, thunderstorms or hail which may be accompanied by rainwater or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of a Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to be insured as part of this insurance cover excluding a Lot / Unit.

Sum Insured

means the amount(s) shown on the Schedule You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims during any one Period of Insurance or unless a specified amount is otherwise stated in the Policy wording.

Temporary Accommodation

means similar accommodation of substantially the same size, containing similar facilities and in a location relative to the uninhabitable Lot.

Tenant

means any person or other entity authorised under the terms of a tenancy, lease, or similar type agreement who occupies a Lot including any other occupant or family normally residing with the Tenant, or who leases a Common Area.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Vehicle(s)

means:

- (a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and
- (b) any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us

means Allianz Australia Insurance Limited
ABN 15 000 122 850.

You, Your, Yours

means:

- (a) in respect of **Sections 1, 7, 8 and 10**:
the Strata Community, including Lot Owners in respect of **Parts B and C of Section 1, Part B of Section 7 and Part B of Section 8**.
- (b) in respect of **Section 2**:
the Strata Community, including:
 - (i) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;
 - (ii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community named on the Schedule but does not include office bearers while acting in that capacity.
- (c) in respect of **Section 3**:
a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community.
- (d) in respect of **Sections 4, 5, and 9**:
the Strata Community.
- (e) in respect of **Section 6**:
the past, present or future Office Bearers or committee members of the Strata Community including those persons':
 - (i) estate, heirs, legal representative or assigns;
 - (ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt,
 - ▶ but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.
- (f) in respect of **Section 11**:
the Strata Community and Lot Owners whose Lot Titles are terminated.

SECTION 1 INSURED PROPERTY

What We cover

This Section contains **Parts A, B and C** that detail the benefits available in respect of Loss or Damage to Your Insured Property which occurs during the Period of Insurance.

SECTION 1: PART A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following benefits. Cover for benefits 3 to 24 of **Part A** is included in addition to the Sum Insured for **Section 1**.

1. We will pay up to the Sum Insured shown on the Schedule for Section 1, for Loss or Damage to Your Insured Property on the basis set out in "Claims – basis of settlement", including the cost of:
 - (a) (i) architects fees, surveyors fees and other professional fees;
 - (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners Contents and occupiers contents and of anything which caused the Loss or Damage;
 - (iii) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority.
 - (b) fees and contributions required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

- (c) legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.
- (d) Loss or Damage to fences and gates as a result of Storm.
- (e) Loss or Damage caused by a Tsunami.
- (f) Loss or Damage caused by emergency services such as Police, Fire Brigade, Ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
- (g) sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
- (h) reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
- (i) reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

2. Act of Terrorism

Where:

- (a) We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism and Cyclone Insurance Act 2003* (Cth), and;
- (b) the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1**, and **Section 8** if applicable, are less than \$100,000,000;

then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If Your Policy is classified as an eligible contract, and/ or We agree to provide this cover it will be shown on Your Schedule, however, if Your Policy is not an eligible contract Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured

of the Insured Property as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for Events which are excluded under General exclusions 1.(b), (c), (d) or (e).

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will pay up to a maximum of \$500,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

- (a) the cost of such work does not exceed \$250,000, or where the cost of such work does exceed \$250,000 You notify Us and We agree in writing (acting reasonably) before the commencement of such work; and
- (b) upon practical completion;
 - (i) You notify Us within sixty (60) days; and
 - (ii) You have Your Building Sums Insured reviewed;

and, if requested You pay any extra Premium We may require.

► We will not pay:

- (a) for Illegal or Non-Compliant Installations;
- (b) if You have entered into a contract with a builder, contractor or similar entity that requires, and they have effected, insurance for property damage and liability for the alterations, additions and renovations.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor, We will cover the interest of the contractor as a joint insured in respect of Loss or Damage to such alterations, additions or renovations.

4. Arson reward

We may pay a reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may reasonably decide.

5. Electric motors

We will pay up to \$5,000 for the cost of repairing or replacing, at Our discretion (acting reasonably), an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost

that would have been incurred in repairing a sealed unit in an equivalent modern-day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

► We will not pay for:

- (a) motors under warranty or maintenance agreement;
- (b) other parts of any electrical appliance nor for any software;
- (c) lighting or heating elements, fuses, protective devices or switches;
- (d) contact at which sparking or arcing occurs in ordinary working;
- (e) any motor, where **Section 7 – Machinery** breakdown has been selected and is shown on the Schedule.

6. Electricity, gas, water and similar charges – excess costs

We will pay up to \$5,000 for the cost of:

- (a) increased usage of metered electricity, gas, sewerage, oil and water;
- (b) accidental discharge of metered electricity, gas, sewerage, oil and water;
- (c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$5,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying any part of Your Insured Property without Your consent.

► If You do not take reasonable steps to terminate such unauthorised use as soon as reasonably possible after You become aware of it We will not pay or may reduce payment of a claim to the extent We are prejudiced by Your failure.

8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to \$40,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange systems, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak. We will also pay:

- (a) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (b) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.

▶ We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship that You were aware of or a reasonable person in the circumstances could be expected to have been aware of.

We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear and Tear, gradual corrosion or gradual deterioration that You should reasonably be expected to have been aware of, or Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1 – Insured Property**) or by trees, plants or their roots.

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.

▶ We will not pay for removal or disposal of:

- (a) trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or
- (b) tree stumps or roots.

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;

- (b) replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems following their use in extinguishing a fire at the Situation; and
- (c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- (a) re-keying or re-coding locks together with replacement keys; or
- (b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded

to restore security to the same level of security that existed prior to the loss or theft of these keys.

13. Temporary meeting or conferencing facilities

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities, including electronic conferencing facilities, for the purpose of holding Your general meetings or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is covered under **Section 1**.

We will pay from the time of the Event until the time when access to Your meeting room facilities is re-established.

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to \$50,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner. This benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an office bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.

▶ We will not pay for fraudulent misappropriation, theft or any attempt thereof by:

- (a) any person in Your employment;
- (b) a Lot Owner, including any family member permanently residing with them; or
- (c) a proxy of a Lot Owner.

16. Mortgage discharge

Where the Strata Community has a mortgage in respect of any part of Your Insured Property and if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**, We will pay reasonable legal costs up to \$10,000 to discharge any mortgage over Your Insured Property.

17. Personal property of others

We will pay up to \$10,000 for personal property of others (including employees) that is damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to \$100,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps' or bees' nests from Your Insured Property that present as a danger to residents or the public.

▶ We will not pay for the cost of removing any nests that existed prior to the commencement of **Section 1**.

21. Removal, storage costs

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- storing such undamaged portion at that place or an equivalent alternate place;
- returning such undamaged portion to the Situation when restoration work is completed;
- insuring Your undamaged Insured Property during such removal, storage and return, following Loss or Damage to Your Insured Property that is paid as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any illegally deposited rubbish that causes a public health and safety risk at Your Situation.

▶ We will not pay if such a happening is not reported to the appropriate authority such as the Police or local council as soon as reasonably practical.

You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

23. Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater, or Flood where Optional Cover 1 is shown as Included on Your Schedule.

24. Cyber Response Costs

We will pay during the Period of Insurance either:

- up to \$25,000 any one Event and in the aggregate each Period of Insurance for reasonable and necessary costs You incur as a direct result of a Cyber Event affecting Your own computer systems and Electronic Data; or
- where Your Electronic Data or information is held by Your Strata Community Manager and Your Electronic Data is impacted by a Cyber Event solely directed at Your Strata Community Manager's computer systems impacting Your Electronic Data and the Electronic Data of other customers of Your Strata Community Manager, We will pay up to \$100,000 any one Event and in the aggregate each Period of Insurance towards Your Strata Community Manager's reasonable and necessary costs in recovering Electronic Data as a result of that Cyber Event,

including:

- Funds transferred from Your accounts as a result of payment redirection fraud, phishing or social engineering;
- cyber response costs including:
 - fees for information security experts to investigate and determine the cause and extent of the Cyber Event;
 - reasonable costs to restore, repair or replace Your computer systems and Electronic Data to substantially the same condition as before the Cyber Event;
 - costs to recover or recreate records, Electronic Data or software that have been corrupted, deleted or stolen;
 - fees for legal advisers We agree in writing, prior to the fees being incurred, are necessary to respond to the Cyber Event;
- notification costs including:
 - costs to notify affected parties if personal or sensitive information is compromised; and
 - costs of credit monitoring services You are legally required to provide to affected persons.

Cyber Events affecting Your Electronic Data or information while held by Your Strata Community Manager will only be payable:

- to a maximum of \$100,000 any one Event and in the aggregate each Period of Insurance for one Strata Community Manager; and

- (b) if Your Strata Community Manager maintains information security management systems, policies, controls and procedures that are consistent with the principles embodied in the ISO/IEC 27001, or other industry best practice information security management standards such as the 'Essential Eight' cybersecurity framework developed and maintained by the Australian Signals Directorate's Australian Cyber Security Centre.

► We will not pay for:

- (a) any loss, cost or expense arising from a Cyber Event involving the personal devices, email accounts or computer systems of:
 - (i) individual Office Bearers, committee members or Lot Owners; or
 - (ii) employees of Your Strata Community Manager;
- (b) unless the Cyber Event also affects Your computer systems or Your Electronic Data held by You or Your Strata Community Manager;
- (c) any ransom payment;
- (d) the costs of any improvements, upgrades or betterments to computer systems, software or security measures beyond what existed immediately prior to the Cyber Event;
- (e) costs that would have been incurred regardless of the Cyber Event, such as routine system maintenance or planned improvements;
- (f) any Cyber Event occurring prior to the commencement of this Policy or any Cyber Event You knew about or ought reasonably to have known about prior to the commencement of this Policy that may give rise to a claim;
- (g) any Cyber Event caused by or arising from a Cyber War & Terrorism Event; or
- (h) legal or regulatory fines, penalties or sanctions.

SECTION 1: PART B

Part B covers You and Lot Owners as specified. The combined total amount We will pay under **Part B** benefits 1 to 5 arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure that You are covered under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if:

- (i) the Common Area or Lot is unfit to be occupied for its intended purpose as a result of Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, replacing or repairing provided You or they demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

► when the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

- (ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under Section 1 happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to the Common Area or Lot is re-established, up to a maximum of twelve (12) months.

(b) Temporary Accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable due to:

- (i) Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time they are reasonably able to reoccupy their Lot following completion of rebuilding, replacing or repairing.

► When the Loss or Damage to their Lot is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, repair or replace their Lot up to a maximum of twelve (12) months.

- (ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to their Lot is re-established, up to a maximum of twelve (12) months.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

(c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

- (i) the reasonable cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot cannot be occupied by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease other than a Communicable Disease;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

► We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the *Biosecurity Act 2015* (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015* (Cth) in whole or part, or any pandemic or epidemic, as declared as such by the World Health Organisation.

(d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from physical loss or damage happening to property belonging to or under the control of any supply authority caused by a sudden and accidental event.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; and
- (ii) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

3. Landscaping

We will pay up to \$25,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.

► We will not pay unless You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

SECTION 1: PART C

Part C applies to Lot Owners. Cover for benefits 1 to 6 of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more residential Lots are made uninhabitable:

- (i) due to Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) by reasonable access to or occupancy of the Lot being prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or
- (iii) by reasonable access to or occupancy of the Lot being prevented by the Police or other emergency service due to a danger or disturbance in the immediate vicinity.

2. Funeral expenses

When a Lot is occupied by the Lot Owner, We will pay up to \$5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions and/or levies the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Lot Owners' Contents to the nearest place of safe keeping;
- (b) storing their undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Lot Owners' Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners' travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or Building repairers.

► We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes and there is Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** rendering their Lot uninhabitable, and their temporary accommodation does not allow pets or security dogs, We will pay up to \$1,000 for the costs necessarily incurred for boarding their pets or security dogs.

Optional Covers

The following optional coverage extensions apply to **Section 1** and are operative when shown as 'Included' on Your Schedule. They are not mandatory under strata legislation applicable to You, and You may choose to include any or all of them based on Your specific needs, risk profile, and financial position.

1. Flood

If Flood is shown as included on Your Schedule, We will pay, for Loss or Damage caused by Flood which happens during the Period of Insurance.

► Our liability under Optional Cover 1 is limited to the lesser of:

- (a) \$10,000,000; or
- (b) Our maximum aggregate liability under **Parts A, B and C** of **Section 1**; or
- (c) the Flood sublimit shown on Your Schedule.

2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owners' Floating Floors if damaged by an Event claimable under **Section 1**.

3. Lot Owners' wall coverings (applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3 is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions – what We do not cover under Parts A, B and C

► 1. We will not pay for Loss or Damage caused by, arising from or in any way connected with:

- (a) Flood
 - However, We will pay if Optional Cover 1 is shown as included on Your Schedule.
- (b) to retaining walls resulting from Storm or Rainwater.
- (c) the following gradually operating causes:
 - (i) deterioration, Wear and Tear, concrete or brick cancer, rust, oxidation, or corrosion, that You were aware of or a reasonable person in the circumstances could be expected to be aware of; or
 - (ii) contamination, pollution, evaporation, disease, mildew, mould, wet or dry rot; or
 - (iii) staining, fading, fraying, change in colour or texture or finish, dampness of atmosphere, or other variations in temperature; or
 - (iv) moths, termites or other insects, vermin, mice, rats, or pecking or biting or chewing or scratching by animals; or
 - (v) lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair; or
 - (vi) inherent vice or latent defect.
- (d) non-rectification of an Insured Property defect that You were aware of, or a reasonable person in the circumstances could be expected to have been aware of, including any such defects that are in the process of being rectified.
- (e) mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
 - However We will pay if the Loss or Damage is due to:
 - (i) Fusion of electric motors as covered under benefit 5 of **Part A**; or
 - (ii) a power surge when such is confirmed by the supply authority.

- (f) any action of the sea, high water or high tide, or tidal wave.
However, We will pay if the Loss or Damage is due to Tsunami.
- (g) Storm Surge.
However, We will pay if the Loss or Damage is due to cyclone.
- (h) vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, Erosion or Earth Movement.
However, We will pay if the Loss or Damage is due to:
 - (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft; or
 - (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; or
 - (iii) Flood if Optional Cover 1 is shown as included on Your Schedule; or
 - (iv) Storm or Rainwater.
- (i) hydrostatic water.
However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
- (j) the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.
- (k) the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.
- (l) smut or smoke from industrial operations.
- (m) any process involving the application of heat being applied directly to any part of Your Insured Property.
- (n) normal settling, cracking, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.
- (o) glass caused by, arising from or in any way connected with artificial heat, during installation or removal, that has a crack or imperfection, or that is required to be insured by any other party in terms of an occupancy agreement.
- (p) floor coverings resulting from staining, fading or fraying.
However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.
- (q) to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- (s) Your Insured Property caused by, arising from or in any way connected with the construction, erection, alteration or addition where the cost of such work exceeds \$500,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (t) Your Electronic Data, including any loss of use, consequential losses, or expenses resulting therefrom, except as specifically provided under benefit 24 (Cyber Response Costs) of **Part A**.

► 2. We will not pay for:

- (a) demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- (b) the cost of rectifying faulty or defective materials, or faulty or defective workmanship, design or specification;
- (c) consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or depreciation.
- (d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.
However, We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims – basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not reasonably available We will use the nearest equivalent available to the original materials;

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of Your Policy provided Our liability is not increased;
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► We will not pay for any costs:

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.
- (iii) arising from any unreasonable delays You cause in commencing or carrying out Replacement or in reoccupying or tenanting Your Lot.

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any public or statutory authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a public or statutory authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Claim settlement (when Section 11 is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss or Damage that results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5.(b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1. Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5.(b).

6. Reimbursement of expenses and costs incurred

If You submit a claim for reimbursement of repair, replacement or rebuilding of Your Insured Property that has already been carried out, We will at Our option (acting reasonably):

- (a) assess the claim You have submitted for Us to pay
- (b) obtain quotations for the repair, replacement, or rebuilding that You have carried out; and
- (c) reduce the amount We pay You by the amount which represents any disadvantage We suffer as a result of the repair, replacement, or rebuilding being carried out without Our consent.

7. Professional Fees

We will pay up to \$50,000 for the reasonable costs You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

► We will not pay for any costs incurred in connection with the preparation or conduct of any complaint or dispute.

Special provisions

1. Under Clauses 2., 3., and 4. of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

After any difference or dispute arises under the Policy relating to values You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also decide as to payment of the costs of referral if both You and We agree. Clauses 2., 3., and 4. of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5. of "Claims - basis of settlement" above.

SECTION 2

LIABILITY TO OTHERS

In the event of a claim under this **Section 2**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation (including plaintiff's legal costs) in respect of:

- (a) Personal Injury; or
- (b) Property Damage,

resulting from an Occurrence that happens in Australia during the Period of Insurance in connection with Your ownership of Your Common Area and Insured Property.

Automatic Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation in respect of Personal Injury or Property Damage:

- (a) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, and underground and overhead services You own at the Situation.
- (b) **Car park liability** arising from the use of Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

▶ We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

- (c) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

▶ We will not pay:

- (a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations.
- (b) Your liability for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

- (d) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

- (e) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

- (f) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

- (g) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

▶ We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used, or if the Watercraft is subject to hire for fee or payment.

- (h) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

► We will not pay if any such item or Vehicle is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1. above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;
- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, committee member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.

Exclusions – what We do not cover

► We will not pay for any claim:

- (a) in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
- (b) in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
- (c) in respect of:
 - (i) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 2**;
 - (ii) damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.

- (d) arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.

This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, or first aid officer You use to provide first aid services at Your Situation.

- (e) arising out of the publication or utterance of defamatory material, libel or slander:
 - (i) made prior to the commencement of **Section 2**; or
 - (ii) made by You or at Your direction when You knew it to be false.
- (f) arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2**.
- (g) arising out of or in connection with Your ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities:
 - (i) are used for commercial purposes; or
 - (ii) provide fuel distribution facilities, unless We otherwise agree in writing.
- (h) arising out of construction, erection, alteration or addition to Your Insured Property where the cost of such work exceeds \$250,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (i) arising from vibration or from the removal or weakening of or interference with the support of land or Buildings, Common Area or any other property.
- (j) arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- (i) liability assumed by You under any contract or lease of real or personal property;
- (ii) liability assumed by You under the terms of any written agreement with any other party except where liability arises out of:
 - (a) any act of negligence on their part; or
 - (b) by their default in performing their obligations under such agreement.
- (k) arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water.

This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

- (l) arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.

This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.

- (m) for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
- (n) made or actions instituted outside Australia that are governed by the laws of a foreign country.
- (o) for liability to pay for Personal Injury or Property Damage, or any consequential loss arising therefrom, caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

► We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property subject to all other Policy terms, conditions, limits and exclusions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence,

that happens during the Period of Insurance anywhere in Australia

SECTION 3

VOLUNTARY WORKERS

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

- (a) whilst voluntarily engaged in work on Your behalf; and
- (b) caused solely and directly by violent, accidental, external and visible means; and
- (c) which, independently of any other cause results in the following insured benefits.

Benefits

- | | | |
|---|-----------|---------|
| 1. Accidental Death: | \$300,000 | |
| 2. Total and irrecoverable loss of all sight in both eyes: | \$300,000 | |
| 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot: | \$300,000 | |
| 4. Total and permanent loss of the use of one hand or of the use of one foot: | \$150,000 | |
| 5. Total and irrecoverable loss of all sight in one eye: | \$150,000 | |
| 6. Total Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Total Disablement a weekly benefit of: | \$2,000 | |
| 7. Partial Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Partial Disablement a weekly benefit of: | | \$1,000 |
| 8. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing: | | |
| (a) their usual profession, business, occupation; or | | |
| (b) usual household activities; | | |
| in respect of each week of Total Disablement a weekly benefit not exceeding: | | \$500 |
| 9. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding: | | \$2,000 |
| 10. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full-time student – in respect of each week of Total Disablement a weekly benefit not exceeding: | | \$250 |
| 11. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under benefit 1 – a benefit not exceeding: | | \$5,000 |

Exclusions – what We do not cover

► 1. We will not pay:

- (a) for more than one of benefit 6 and 7 in respect of the same period of time;
- (b) under benefit 6 and 7 in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
- (c) under benefit 6 and 7 in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
- (d) under benefit 8 and benefit 10 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
- (e) unless the results of bodily injury manifest within twelve (12) months of sustaining such bodily injury;
- (f) unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
- (g) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;
- (h) for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the *Health Insurance Act, 1973* (Cth) or where payment is otherwise prohibited by law.

► 2. We will not pay compensation in respect of claims arising out of:

- (a) illness;
- (b) attempted or intentional self injury or suicide;
- (c) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- (d) a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the benefits 1. to 5. in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for benefit 1.
2. After the occurrence of any one of benefits 2. to 5. there will be no further liability under **Section 3** for these benefits in respect of the same Voluntary Worker.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;
or
- (b) where such person engages in more than one occupation, profession or business, any of them,
as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business;
or
- (b) where such person engages in more than one occupation, profession or business, all of them,
as certified by a legally qualified medical practitioner.

SECTION 4 WORKERS COMPENSATION

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the State or Territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

Allianz Australia Insurance Limited in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania.

We do not cover

- ▶ Workers Compensation in South Australia, Queensland, New South Wales or Victoria.

SECTION 5

FIDELITY

GUARANTEE

What We cover

We will indemnify You, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance, up to:

- (a) the Sum Insured shown on the Schedule for **Section 5**.
- (b) \$5,000 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.

Exclusions – what We do not insure

► We will not pay for:

- (a) any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;
- (b) any fraudulent misappropriation committed after the initial discovery of loss;
- (c) any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;
- (d) any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.

SECTION 6

OFFICE BEARERS LIABILITY

This Office Bearers Liability section is issued on a 'Claims made and notified basis'. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

In the event of a Claim under this **Section 6**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
 - (ii) on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;
- arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and
- (b) reported to Us during the Period of Insurance,
- provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1** of **Section 6**, the subject of this insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the limit of the Sum Insured for the Period of Insurance is exhausted, We will reinstate the Sum Insured once only to the amount that is shown on the Schedule, subject to Our right to charge reasonable additional Premium.

► This reinstatement shall not apply to:

- (a) any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;
- (b) any Claim notified to Us for which a Loss payment has not been made;
- (c) any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same Event.

4. Total limit of Our liability

The maximum We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
 - (b) when We have reinstated Your cover under **Insuring Clause 3** an additional amount equal to that Sum Insured,
- inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

Exclusions – what We do not cover

► We will not pay for:

1. Claims arising from any facts or circumstances that You knew of prior to or at the commencement of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.
2. Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.
However this exclusion does not apply to:
 - (a) any party or entity not committing or condoning any such act or omission; and
 - (b) the costs incurred by You in successfully defending any Claim or suit made against You.
3. Claims for death, bodily injury, sickness, disease, or damage to property.
However this exclusion will not apply to Loss or Damage to Documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents.
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.
5. Claims arising out of publication or utterance of a libel or slander or other defamatory or disparaging material.
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
7. You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual Member thereof.
8. any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.

9. Claims arising from a conflict of duty or interest of Yours.
10. any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the articles of Your Strata Community.
11. any Claim made or threatened or in any way intimated on or before the commencement date specified on the Schedule, except as otherwise provided in **Special Condition 1 of Section 6**.
12. Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1.(b).
13. Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1.(a).
14. Claims brought against You in a court of law outside Australia.

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier office bearers liability cover issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer in respect of office bearers liability cover between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** current at the time when the notification could or should have been made.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to the laws of Australia.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty to take reasonable care not to make a misrepresentation in terms of the *Insurance Contracts Act 1984* (Cth); or
- (b) failed to comply with any terms or conditions of **Section 6**,

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means:

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an officer or member of a committee or council of the Strata Community;
- (b) a Strata Community Manager acting in the capacity of an officer or member of a committee or council of the Strata Community;
- (c) a person invited by an officer or member of a committee or council of the Strata Community to assist in the management of Your Strata Community affairs;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer; or
- (b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

SECTION 7

MACHINERY

BREAKDOWN

In the event of Insured Damage under **Section 7**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

SECTION 7: PART A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims – basis of settlement", including the cost of:
 - (a) (i) expediting repair including overtime working;
 - (ii) express or air freight on recognised / scheduled services;
 - (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
 - (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;
 and provided that the Insured Item is:
 - (b) (i) contained at Your Situation; and
 - (ii) is in the ordinary course of working at the time Insured Damage occurs.

SECTION 7: PART B

Cover under **Part B** applies to You and Lot Owners. The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to twenty percent (20%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing. The following benefits 1 – 3 of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- (a) from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- (b) the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

► When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable by Insured Damage that is admitted as a claim under **Section 7**.

We will pay from the time of the Insured Damage until the time they are able to reoccupy their Lot following completion of repairs or replacement.

► When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

3. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more Lots are made uninhabitable due to Insured Damage to Your Insured Item that is admitted as a claim under **Section 7**.

Exclusions – what We do not cover

► We will not pay for:

1. Damage caused by or arising from:

- (a) Wear and Tear, smut, smoke, soot, rust, corrosion, oxidation or scale formation;
- (b) Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;
- (c) an Event that is claimable under **Section 1**;
- (d) chipping, scratching or discolouration of painted, polished or finished surfaces;
- (e) the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
- (f) the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
- (g) the tightening of loose parts, recalibration or adjustments; or
- (h) the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.

2. Damage to:

- (a) glass, porcelain or ceramic components;
 - (b) defective tube joints or other defective joints or seams;
 - (c) any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - (d) foundations, brickwork, and refractory materials forming part of an Insured Item;
 - (e) television, video or audio equipment other than security system equipment;
 - (f) expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;
 - (g) electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - (h) computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You; or
 - (i) plant that has been hired or is on loan unless We specifically agree in writing.
- ### 3. Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.
- ### 4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
- ### 5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
- ### 6. Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
- ### 7. Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
- ### 8. The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. Claims Preparation Costs

We will pay up to \$10,000 for the reasonable costs and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators, inclinator and car stackers provided they are subject to a current comprehensive maintenance agreement;
- (b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant,

providing they form part of Your Insured Property or its services.

SECTION 8 CATASTROPHE INSURANCE

What We cover

SECTION 8: PART A

We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a Constructive Total Loss, following Loss or Damage admitted as a claim under **Section 1** due to:

- (a) the happening of a Catastrophe; or
- (b) another Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period.

SECTION 8: PART B

Cover for benefits 1 to 4 of **Part B** applies to You and Lot Owners. The total amount We will pay under benefits 1 to 4 of **Part B** of **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** as shown on Your Schedule, or such other percentage as We may agree in writing.

Benefits 1 to 4 are included in addition to the Sum Insured for **Section 8** and apply when Loss or Damage occurs that is covered under **Section 8**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage, We will pay You the Rent that is lost or would have been lost if the Common Area or Lot is unfit to be occupied for its intended purpose due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, replacing or repairing provided You demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

► When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot is made uninhabitable due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(b) of **Part B** of **Section 1** is expended until the time You are able to reoccupy Your Lot following completion of rebuilding, replacing or repairing.

► When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing the undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to Your Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You, following an order issued by a public or statutory authority or body, entity or person so empowered by law, to evacuate Your Lot.

Claims – basis of settlement

Following Loss or Damage covered under **Section 8 – Part A**, the unforeseen increase in the cost of Replacement is calculated as the difference between the actual cost of Replacement and the greater of either:

- (a) the cost for Replacement of Your Insured Property immediately prior to the Loss or Damage; or
- (b) the Sum Insured for **Section 1 – Part A** in force at the time of the Loss or Damage.

Special provisions

1. No payment will be made under **Section 8** until such time as the unforeseen increase in the cost of Replacement is calculated in accordance with "Claims – basis of settlement".
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to the Loss or Damage covered under **Section 8 – Part A** the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the definition of Replacement in this Policy;
 - (b) benefits covered under **Section 1 – Part A**; and
 - (c) relevant building industry standards and cost of materials guides.
3. After any difference or dispute arises under the Policy relating to calculations for purposes of the "Claims – basis of settlement" provision in **Section 8** You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist qualified valuer. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also if both You and We agree decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event declared by the Insurance Council of Australia to be a catastrophe.

Evacuation Costs

means costs necessarily incurred for transport to the designated place of evacuation and to Your Situation from the place of evacuation to resume permanent residency.

SECTION 9

GOVERNMENT

AUDIT COSTS AND

LEGAL EXPENSES

In the event of a claim under this **Section 9**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

SECTION 9: PART A

Government audit costs

What We cover

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.

Exclusions – what We do not cover

- ▶ 1. We will not pay for Professional Fees:
 - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - (i) received any notice of a proposed Audit;
 - (ii) had information that an Audit was likely to take place; or
 - (iii) had information that would indicate to a reasonable person that an Audit was likely to take place.
 - (b) if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - (i) at all;
 - (ii) properly; or
 - (iii) by the due date.
 - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - (i) any act or omission by You; or
 - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
 - (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
 - (e) relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - (i) during the Period of Insurance; or
 - (ii) not more than twelve (12) months prior to the original commencement date of **Section 9**; or
 - (iii) relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

- (f) relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
 - (g) to the extent We are prejudiced by You breaching any conditions in this Policy, including if You fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.
- 2. We will not under any circumstances pay for the cost of:
- (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
 - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
 - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1. You must:

- (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, statutory body or agency in relation to the maintenance of records, books and documents;
- (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person;
- (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit:

- (a) commences at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability.

SECTION 9: PART B

Appeal expenses – health and safety breaches

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

► We will not pay:

- (a) unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period.
- (b) more than the Sum Insured for **Section 9 Part B** for:
 - (i) any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;
 - (ii) all notices and determinations first notified or made in any one Period of Insurance.
- (c) in respect of any improvement or prohibition notice unless it arises out of Your failure to provide and maintain so far as is reasonably practicable:
 - (i) a safe working environment;
 - (ii) a safe system of work;
 - (iii) plant and substances in a safe condition; or
 - (iv) adequate facilities of a prescribed kind for the welfare of Your employees.

SECTION 9: PART C

Legal defence expenses

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with Your ownership of Your Common Area and Insured Property;

- (b) under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
- (c) arising out of any dispute with an employee, former employee or prospective employee:
 - (i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - (ii) leading to civil or criminal proceedings under any race relations, sexual discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under **Special condition 1** are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

► We will not pay:

- (a) unless:
 - (i) any such claim is first made or first brought against You during the Period of Insurance;
 - (ii) You report it to Us during the Period of Insurance; and
 - (iii) We agree there are reasonable grounds for the defence of any such claim.
- (b) more than the Sum Insured for **Part C** for:
 - (i) any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;
 - (ii) all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of \$50,000:	(1)	(2)	(3)
Cost of Legal Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$1,000)	\$1,000	\$1,000	\$1,000
Net fees after the deduction of the Excess	\$19,000	\$49,000	\$79,000
less Your Contribution (e.g. 10% of the net fees)	\$1,900	\$4,900	\$7,900
Amount claimable (*Sum Insured limit)	\$17,100	\$44,100	\$50,000*

Exclusions – what We do not cover under Part C

- 1. We will not pay Legal Defence Expenses for any claim:
 - (a) that You have defended without Our written consent;
 - (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;
 - (c) where cover is available to You within any other section of this Policy or would have been available but for the operation of any clause limiting or excluding cover, even if You did not purchase that cover;
 - (d) arising from circumstances that You knew of prior to the commencement of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;
 - (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
 - (f) between You and Us including Our Directors, employees or agents;
 - (g) that involves a conflict of duty or interest of Yours; or
 - (h) made or threatened or in any way intimated on or before the commencement date shown on the Schedule.
- 2. We will not pay for:
 - (a) the cost of litigation or proceedings initiated by You;
 - (b) the payment of any compensation or damages of any kind; and
 - (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.

Special conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a court or tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a court or tribunal and wish to appeal that decision You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, court or tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under **Section 9** will be subject to the laws of Australia.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

After any difference or dispute arises under the Policy relating to the nomination of an Appointed Representative You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Law Society within Your State to nominate an

Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. The decision of the President of the Law Society within Your State will, if both You and We so agree, be final and binding. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay. If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report, documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report, documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, statutory body or agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* (Cth) and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Contribution

means the proportion of Legal Defence Expenses payable by You in addition to the Excess. The Contribution is payable on the net Legal Defence Expenses after deduction of the Excess.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means the reasonable:

- (a) fees, expenses and other disbursements necessarily and fairly incurred by You through an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

- (b) legal fees, expenses and other disbursements necessarily and fairly incurred in appealing or resisting an appeal from the judgment or determination of a court, arbitrator or tribunal.

Professional Adviser

means:

- (a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- (b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

SECTION 10

LOT OWNERS' FIXTURES AND IMPROVEMENTS

What We cover

When You have exhausted Your Sum Insured under **Part A of Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Claims – basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

- (b) if You cause unreasonable delays in commencing or carrying out replacement or repair, We will not pay any extra costs that result from that delay;
- (c) where materials used in the original construction are not readily available We will use the nearest equivalent available; and
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► We will not pay for any costs:

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to Your Building, including any improvements made to an existing fixture or structure.

SECTION 11

LOSS OF LOT MARKET VALUE

What We cover

If during the Period of Insurance Your Insured Property suffers Loss or Damage by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an ordinance or regulation issued by a public or statutory authority We will, if the loss results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss or Damage; and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss or Damage.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for Section 11.

Example 1

All Lots Titles are terminated:

Market Value of all Lots prior to Loss or Damage occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$1,000,000
(b) \$500,000	\$500,000

Example 2

All Lots Titles are terminated:

Market Value of the individual Lots prior to Loss or Damage occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$100,000
(b) \$500,000	\$100,000

Special conditions

- Following loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
 - (a) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss or Damage; and
 - (b) the Market Value of Your land after loss.
 These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
- After any difference or dispute arises under the Policy relating to such valuations You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer if both You and We agree also decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.



**STRATA
COMMUNITY
INSURANCE**

W stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au



Residential
Strata



Commercial
Strata



Community
Association

COMMUNITY PLAN

Annexure to Form 1 Statement

PURPOSE:		SECONDARY COMMUNITY STRATA		AREA NAME:		NORWOOD		RE-APPROVED:		C43810	
COUNCIL:		THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST. PETERS		DEVELOPMENT NO:		155/C422/22/001/9433		23/07/2025			
LAST PLAN:		C43809						DEPOSITED:		SHEET 1 OF 17	
								23/07/2025		text_01_v01_Version_7	
AGENT DETAILS:		ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666		SURVEYORS CERTIFICATION:		I Mark Antony Peter Williams, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 23rd day of July 2025 Mark Antony Peter Williams Licensed Surveyor					
AGENT CODE:		ALSY									
REFERENCE:		20A0259LTO-SC(G)									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN		
CT	5087	576		LOT(S)	501	C	43809	ADELAIDE			
CT	5273	247		LOT(S)	501	C	43809	ADELAIDE			
CT	5703	660		LOT(S)	501	C	43809	ADELAIDE			
CT	5703	661		LOT(S)	501	C	43809	ADELAIDE			
CT	5703	662		LOT(S)	501	C	43809	ADELAIDE			
CT	5784	489		LOT(S)	501	C	43809	ADELAIDE			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION		
ANNOTATIONS:											
PRIMARY PLAN IS C43809 LOTS 213.214.215.216 AND 217 EXISTS AT THE SECOND AND THIRD FLOOR LEVELS											

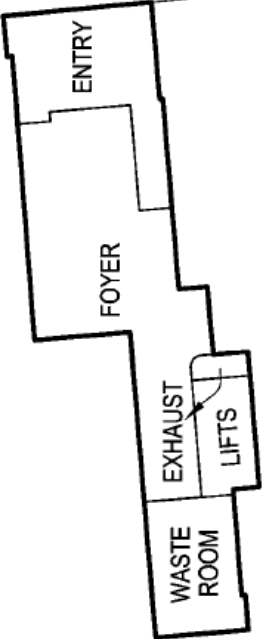


PARADE

THE

F139126

CHURCH



C43809

C21352

AVENUE

STAIRS

STAIRS

D688

F139035

LEVEL G - GROUND FLOOR



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-SC(G) SECONDARY RESI

MW 19/05/2025 .SCRES



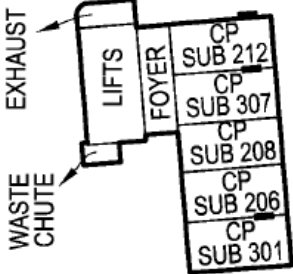
PARADE

THE

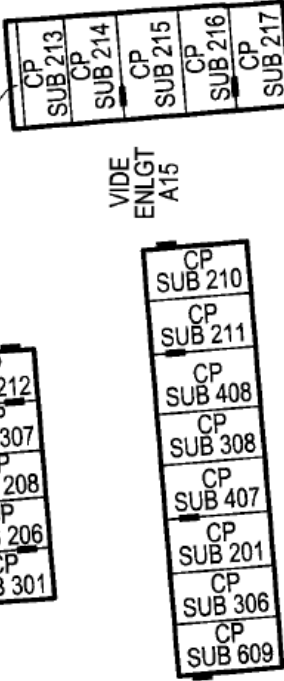
CHURCH

AVENUE

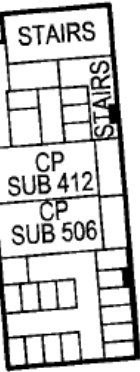
C43809



SERVICES



VIDE ENLGT A15



LEGEND	
CP	CARPARK
■	COLUMN

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL SLAB AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE ARE EXISTING FLOOR LEVEL SLAB AND 2.50 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.50 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINATE WALL.

LEVEL 1 - FIRST FLOOR

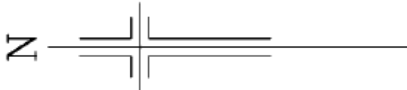


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P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666

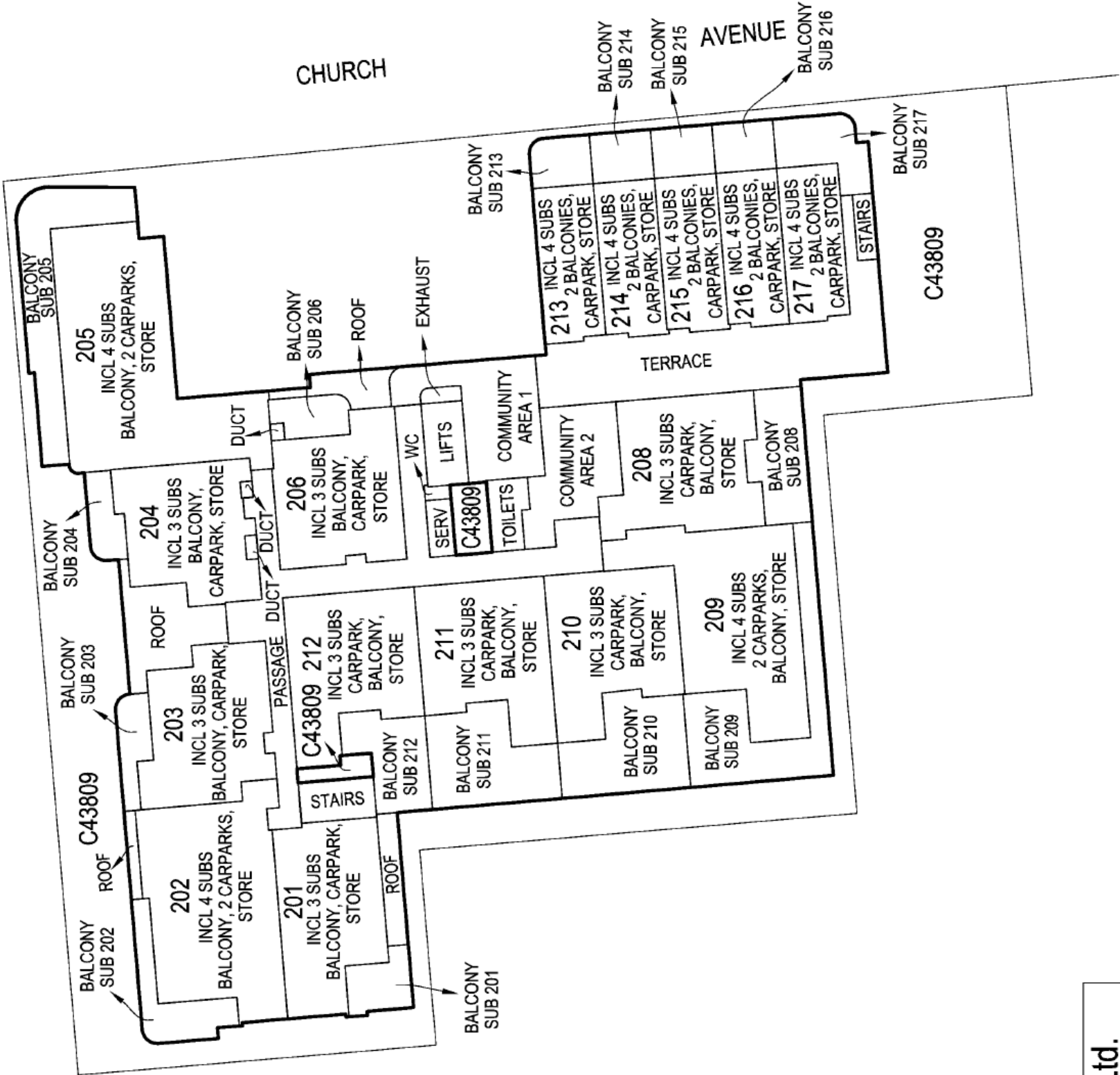
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REFERENCE	20A0259LTO-SC(G)	SECONDARY RESI
MW	19/05/2025	.SCRES



PARADE

THE



THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS BALCONY ARE EXISTING FLOOR LEVEL SLAB AND 2.80 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.80 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS BALCONY IS WALL.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS COURTYARD IS WALL.

LEGEND	
SERV	SERVICES
WC	WASTE CHUTE

LEVEL 2 - SECOND FLOOR



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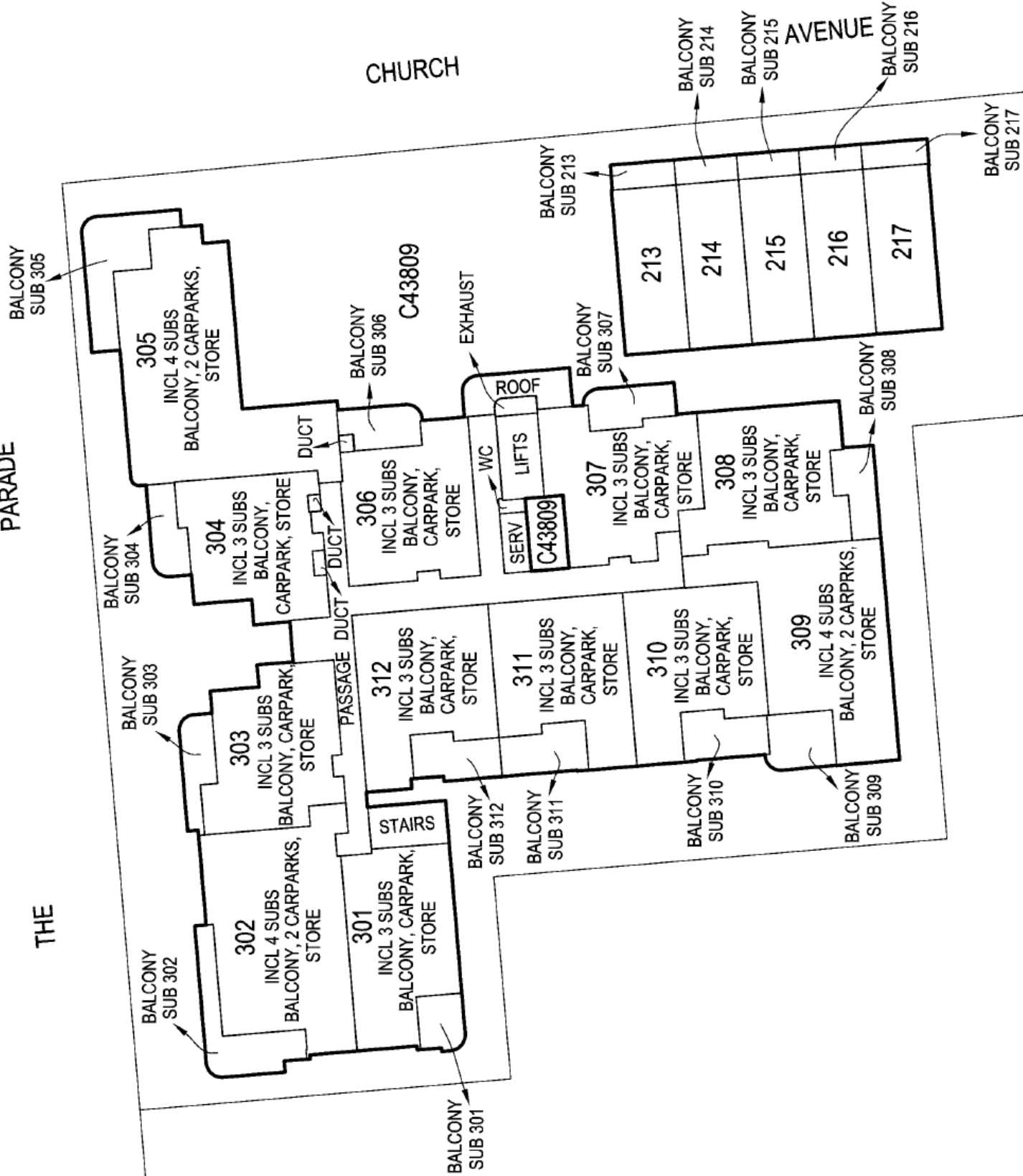
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MW	19/05/2025	.SCRES



PARADE

THE

CHURCH



THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS BALCONY ARE EXISTING FLOOR LEVEL SLAB AND 2.80 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.80 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS BALCONY IS WALL.

LEGEND		
SERV	SERVICES	
WC	WASTE CHUTE	

LEVEL 3 - THIRD FLOOR



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SHEET 8 OF 17

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PARADE

THE

CHURCH

AVENUE

BALCONY
SUB 405

BALCONY
SUB 404

BALCONY
SUB 403

BALCONY
SUB 401

BALCONY
SUB 401

STAIRS

C43809

BALCONY
SUB 407

BALCONY
SUB 408

BALCONY
SUB 409

BALCONY
SUB 410

BALCONY
SUB 411

BALCONY
SUB 412

THE LOWER AND UPPER LIMITS OF A LOT
SUBSIDIARY SHOWN AS BALCONY ARE
EXISTING FLOOR LEVEL SLAB AND 2.80 METRES
ABOVE THE SAME RESPECTIVELY UNLESS
LIMITED IN HEIGHT BY OVERHANGING
STRUCTURES BELOW 2.80 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES
MARKED AS BALCONY IS WALL.

LEGEND		
SERV	SERVICES	
WC	WASTE CHUTE	

LEVEL 4 - FOURTH FLOOR



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SHEET 10 OF 17

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PARADE

THE

CHURCH

AVENUE

BALCONY
SUB 604

BALCONY
SUB 603

BALCONY
SUB 602

BALCONY
SUB 601

601
INCL 4 SUBS
BALCONY,
2 CARPARKS,
STORE

602
INCL 4 SUBS
BALCONY, 2 CARPARKS,
STORE

603
INCL 3 SUBS
BALCONY,
CARPARK, STORE

604
INCL 4 SUBS
BALCONY, 2 CARPARKS,
STORE

605
INCL 3 SUBS
BALCONY,
CARPARK,
STORE

609
INCL 3 SUBS
BALCONY,
CARPARK,
STORE

608
INCL 5 SUBS
2 BALCONIES,
2 CARPARKS,
STORE

606
INCL 5 SUBS
2 BALCONIES,
2 CARPARKS,
STORE

607
INCL 4 SUBS
BALCONY,
2 CARPRKS,
STORE

604
INCL 4 SUBS
BALCONY, 2 CARPARKS,
STORE

BALCONY
SUB 605

BALCONY
SUB 606

BALCONY
SUB 606

BALCONY
SUB 608

BALCONY
SUB 607

STAIRS

PASSAGE

DUCT

DUCT

DUCT

WC

LIFTS

EXHAUST

C43809

C43809

C43809

LEGEND		
SERV	SERVICES	
WC	WASTE CHUTE	

THE LOWER AND UPPER LIMITS OF A LOT
SUBSIDIARY SHOWN AS BALCONY ARE
EXISTING FLOOR LEVEL SLAB AND 2.80 METRES
ABOVE THE SAME RESPECTIVELY UNLESS
LIMITED IN HEIGHT BY OVERHANGING
STRUCTURES BELOW 2.80 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES
MARKED AS BALCONY IS WALL.

LEVEL 6 - SIXTH FLOOR



Alexander & Symonds Pty.Ltd.

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THE

PARADE

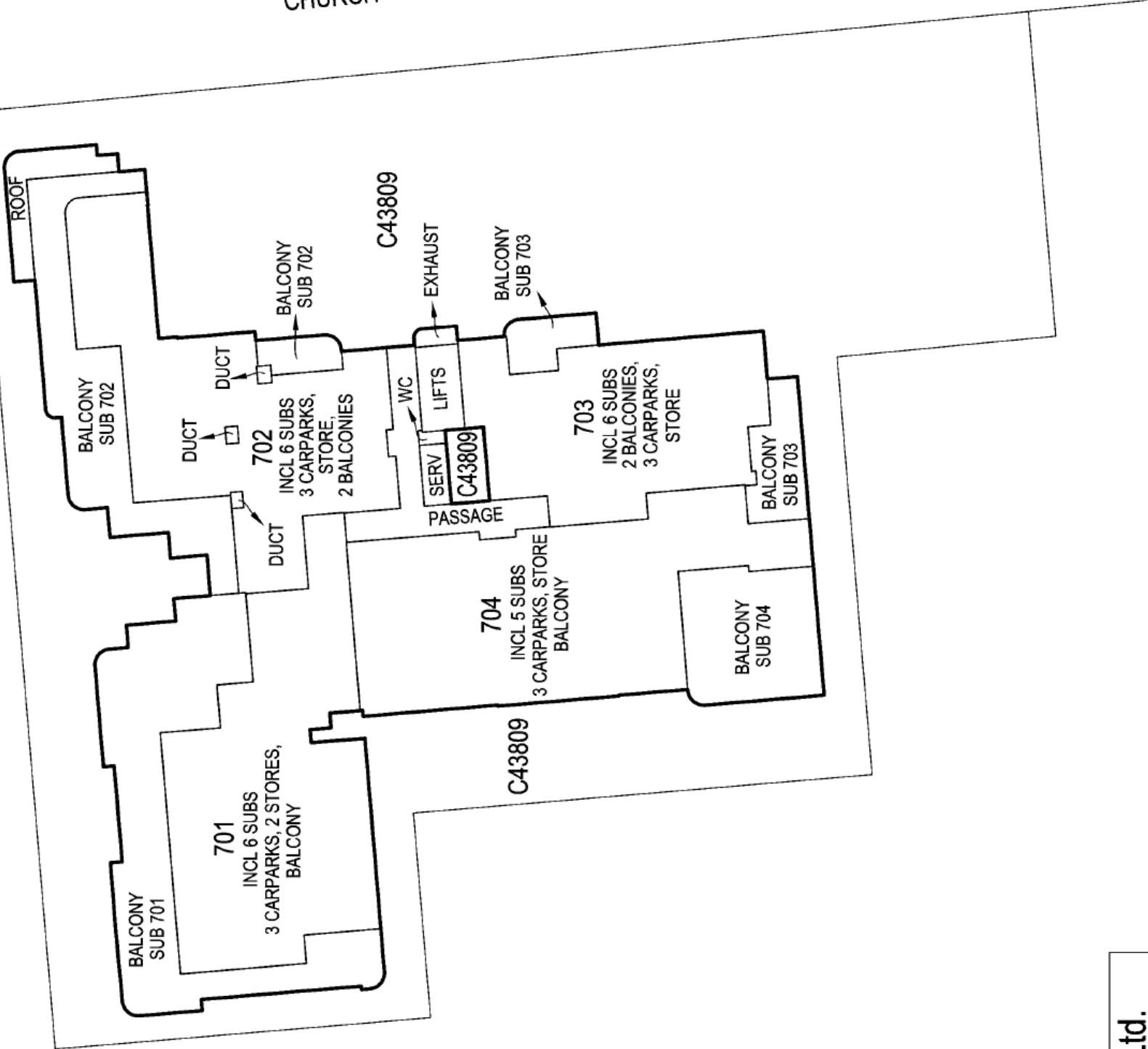
CHURCH

AVENUE

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS BALCONY ARE EXISTING FLOOR LEVEL SLAB AND 3.50 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.50 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS BALCONY IS WALL.

LEGEND		
SERV	SERVICES	
WC	WASTE CHUTE	



LEVEL 7 - SEVENTH FLOOR



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A.B.N. 93 007 753 988

REFERENCE	20A0259LTO-SC(G)	SECONDARY RESI
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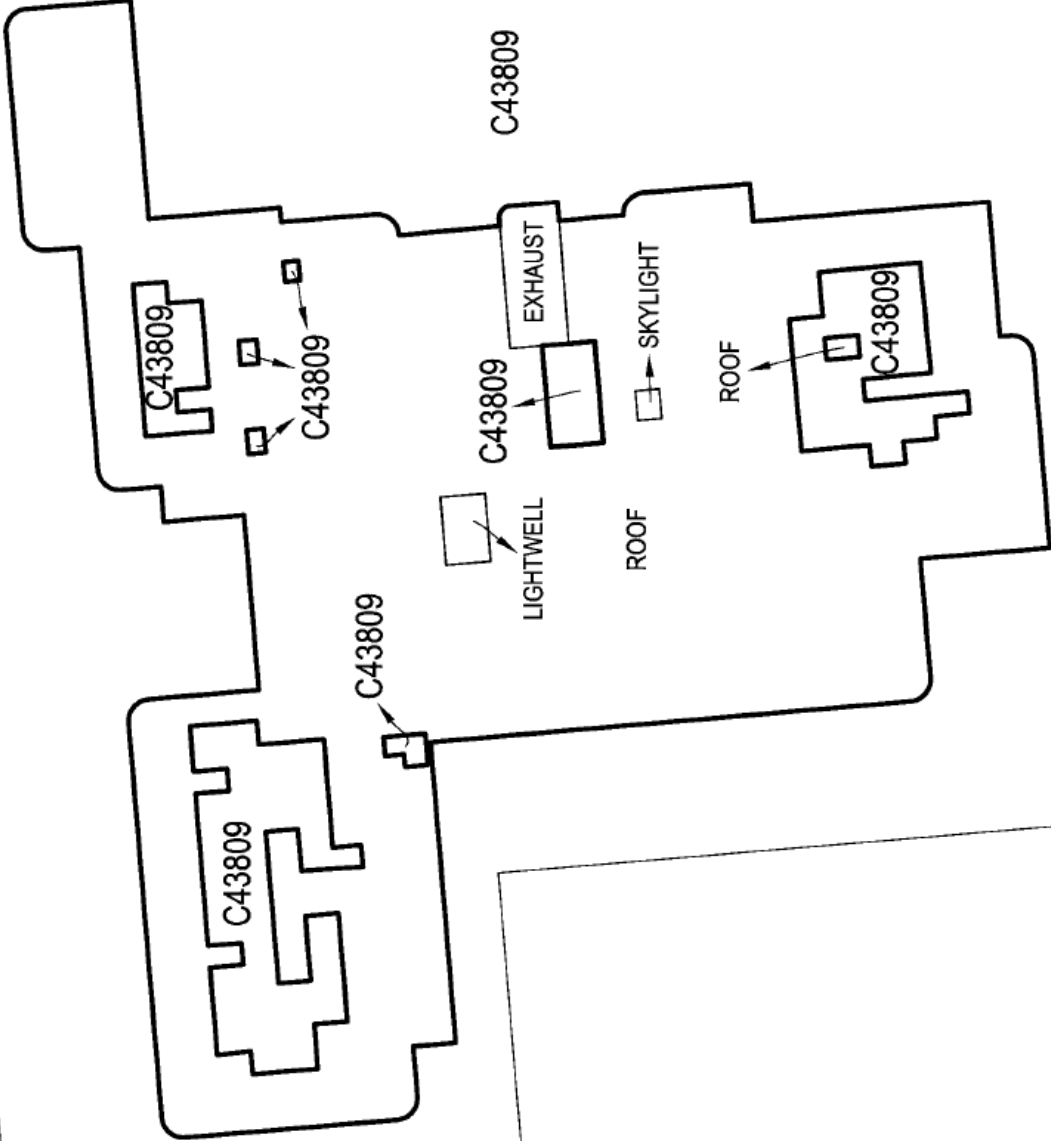


PARADE

THE

CHURCH

AVENUE



LEVEL R - ROOF



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SHEET 13 OF 17

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THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL SLAB AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.

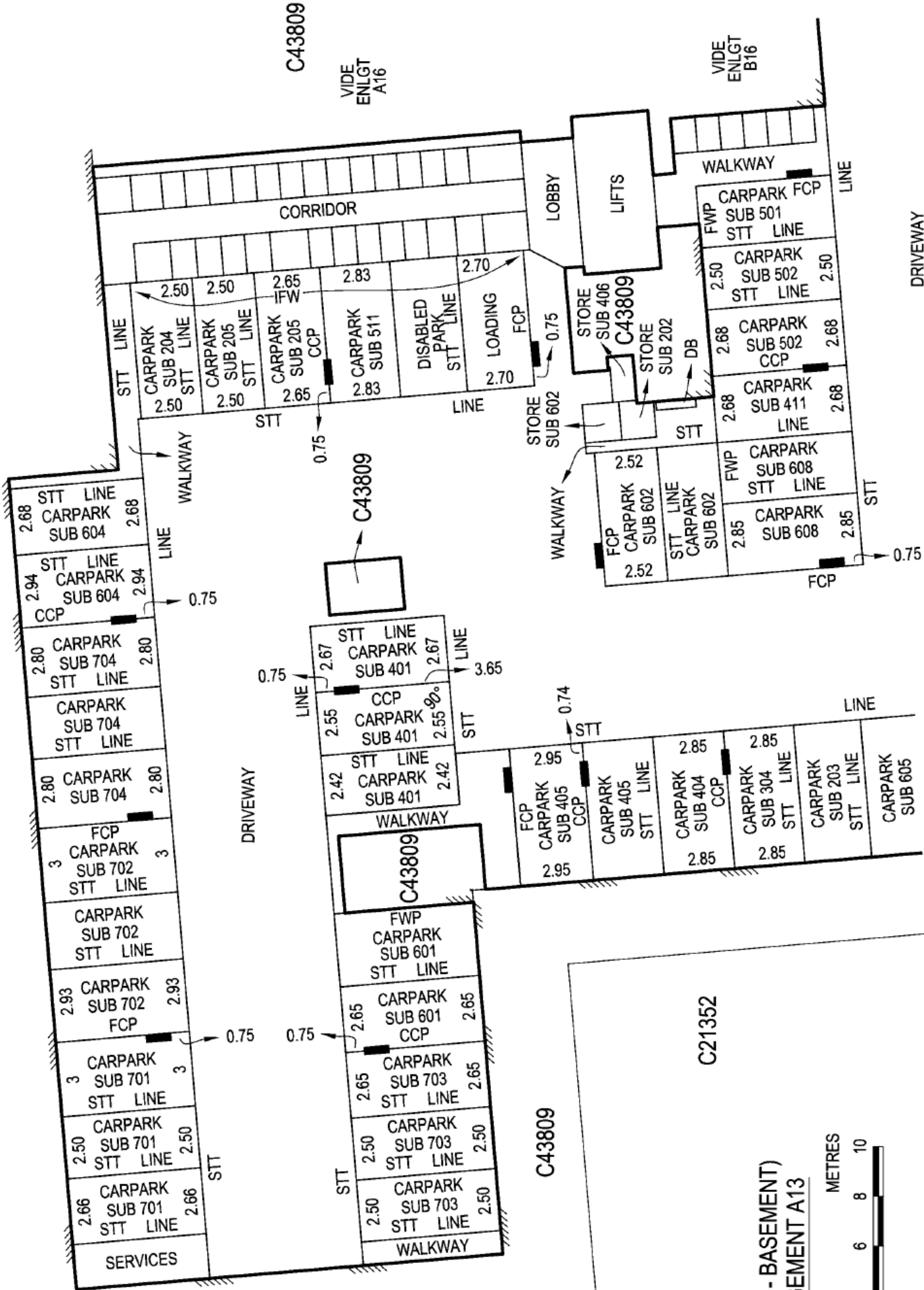
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE ARE EXISTING FLOOR LEVEL SLAB AND 2.50 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.50 METRES.

THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINET WALL.

LEGEND	
FCP	FACE OF COLUMN AND PRODUCTION
CCP	COLUMN AND CENTRELINE PRODUCED
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION
DB	DISTRIBUTION BOARD
█	COLUMN

PARADE

THE



(LEVEL B - BASEMENT)
ENLARGEMENT A13



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REFERENCE 20A0259LTO-SC(G) SECONDARY RESI

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SHEET 14 OF 17

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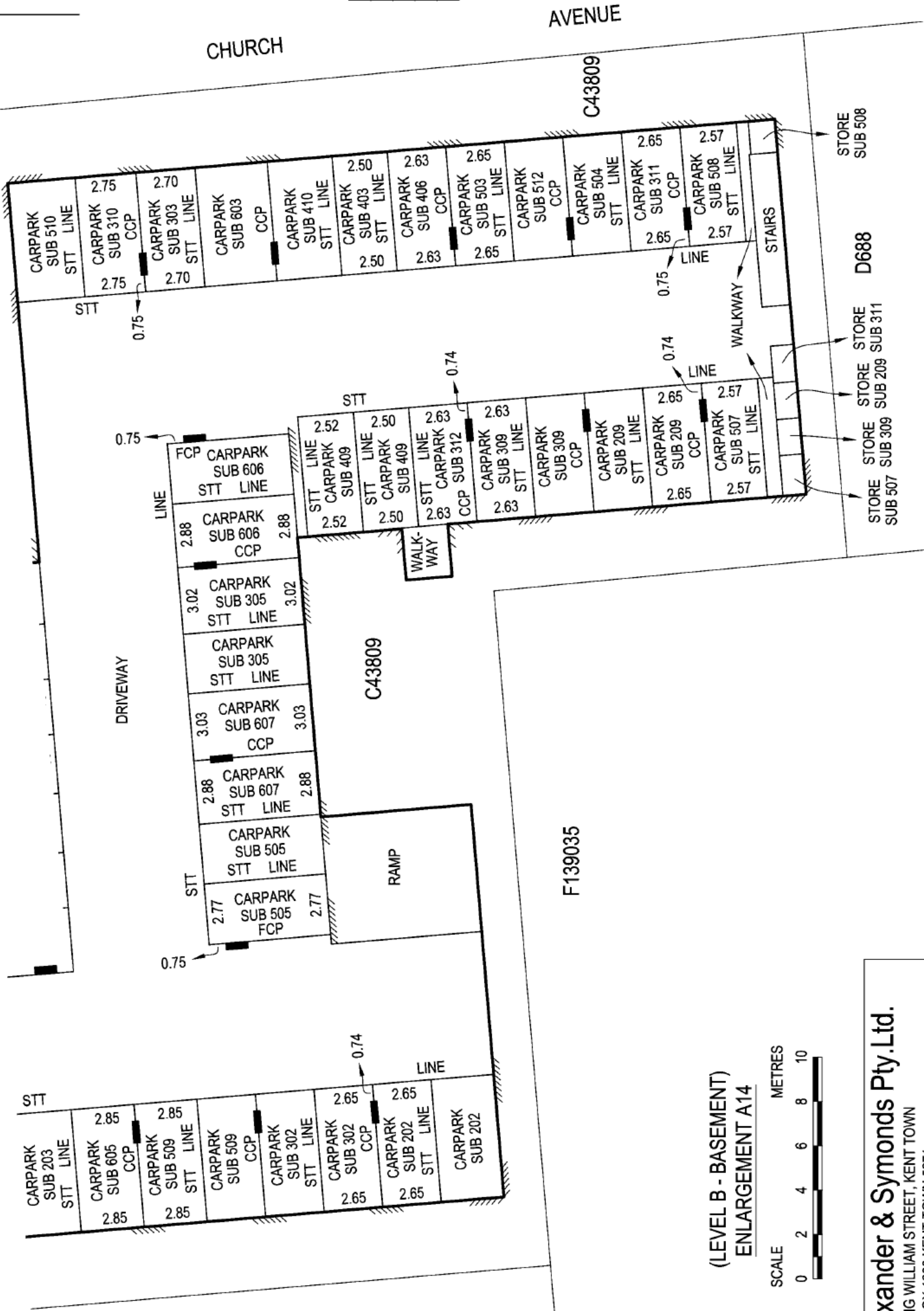


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THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINET WALL.

LEGEND	
FCP	FACE OF COLUMN AND PRODUCTION
CCP	COLUMN AND CENTRELINE PRODUCED
STT	STRAIGHT
█	COLUMN



(LEVEL B - BASEMENT)
ENLARGEMENT A14



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MW 19/05/2025 .SCRES



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SHEET 15 OF 17

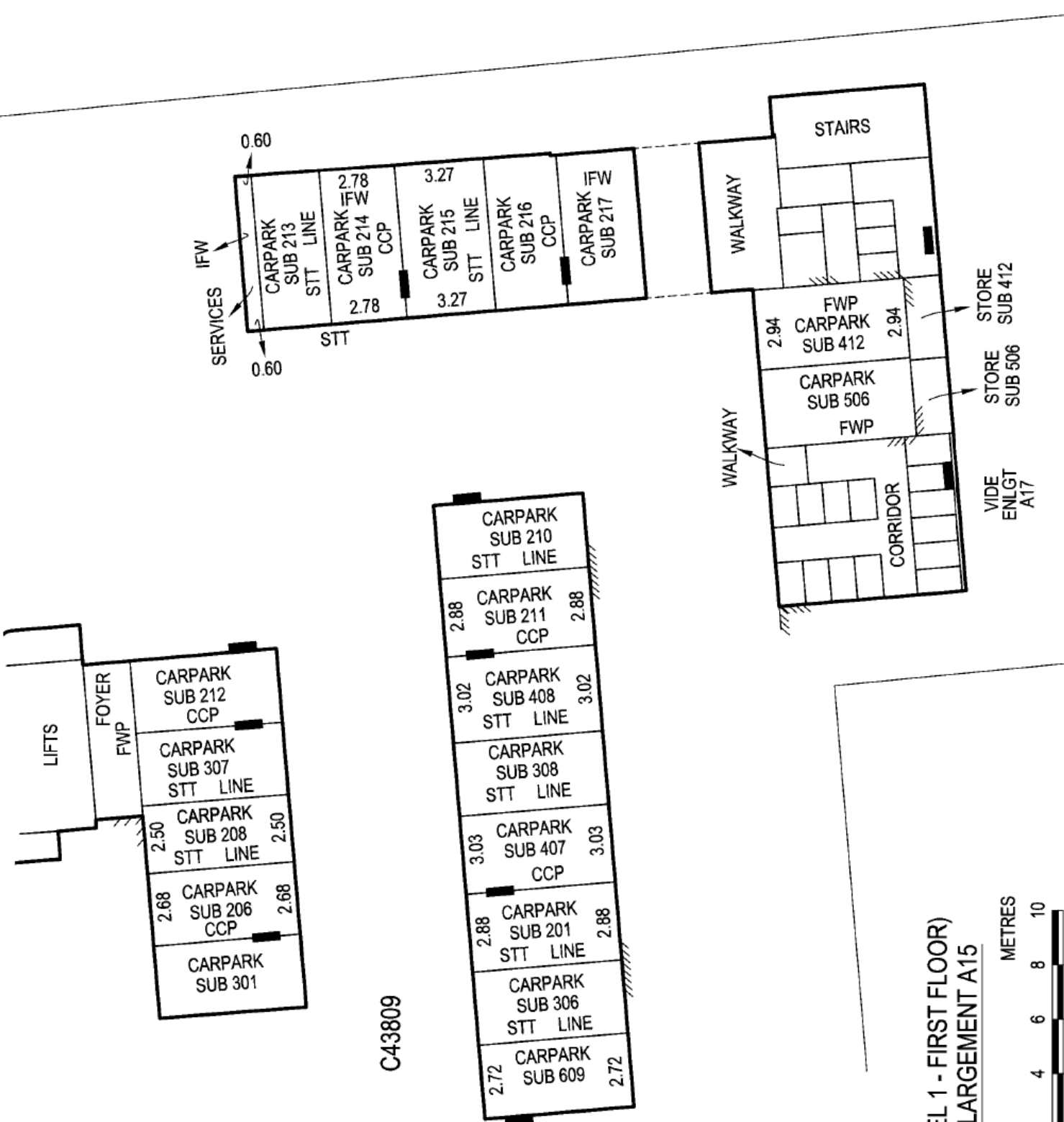
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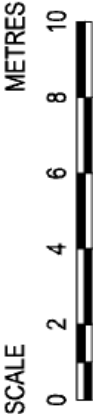
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THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINET WALL.

LEGEND	
FCP	FACE OF COLUMN AND PRODUCTION
CCP	COLUMN AND CENTRELINE PRODUCED
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION
IFW	INSIDE FACE OF WALL
	COLUMN



(LEVEL 1 - FIRST FLOOR)
ENLARGEMENT A15



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SECONDARY RESI

MW 19/05/2025

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SHEET 16 OF 17

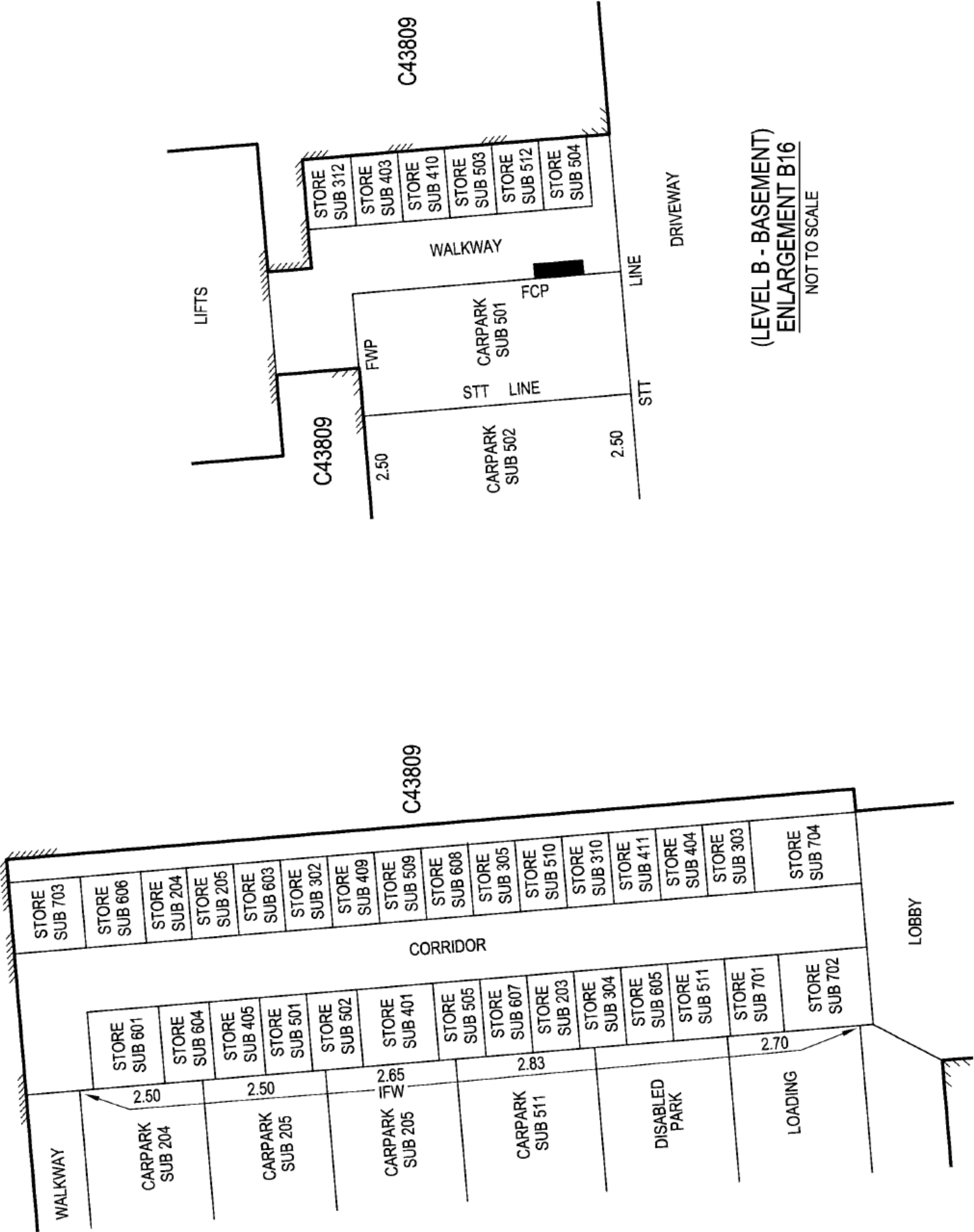
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THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINET WALL.

LEGEND	
FCP	FACE OF COLUMN AND PRODUCTION
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION
IFW	INSIDE FACE OF WALL
	COLUMN



(LEVEL B - BASEMENT)
ENLARGEMENT B16
NOT TO SCALE

(LEVEL B - BASEMENT)
ENLARGEMENT A16
NOT TO SCALE

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REFERENCE 20A0259LTO-SC(G)

SECONDARY RESI

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SHEET 17 OF 17

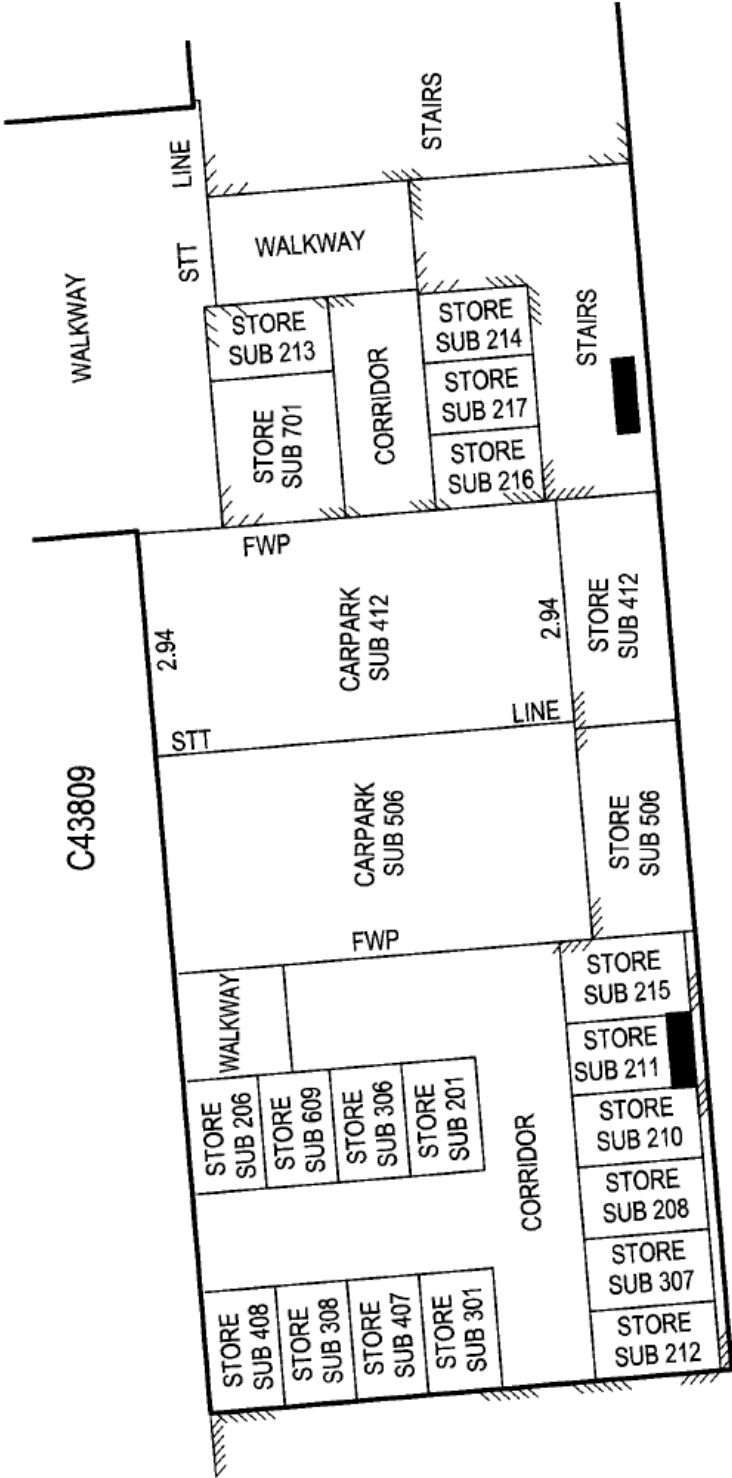
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THE BOUNDARY BETWEEN LOT SUBSIDIARIES MARKED AS STORE IS CABINET WALL.

LEGEND	
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION
	COLUMN



(LEVEL 1 - FIRST FLOOR)
ENLARGEMENT A17
NOT TO SCALE

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REFERENCE 20A0259LTO-SC(G)

SECONDARY RESI

MW 19/05/2025

.SCRES

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
C43810

SHEET 1 OF 3

ACCEPTED

PRO REGISTRAR-GENERAL

DEV. No. 155 : C422: 22

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
201	108	
202	188	
203	108	
204	98	
205	246	
206	102	
208	119	
209	194	
210	123	
211	123	
212	115	
213	115	
214	115	
215	115	
216	115	
217	123	
301	104	
302	188	
303	108	
304	98	
305	217	
306	102	
307	108	
308	111	
309	164	
310	108	
311	108	
312	108	
401	344	

CERTIFICATE OF LAND VALUER

I **Tom van Reese**ma

being a land valuer within the meaning of the

Land Valuers Act 1996 certify that the

schedule is correct for the purposes of the

Community Titles Act 1996

Dated the 6th June 2025



Signature of Land Valuer

COMMUNITY PLAN NUMBER

C43810

SHEET 2 OF 3

ACCEPTED

PRO REGISTRAR-GENERAL

DEV. No. 155 : C422 : 22

403	111	
404	100	
405	219	
406	104	
407	111	
408	111	
409	168	
410	111	
411	111	
412	111	
501	108	
502	197	
503	113	
504	102	
505	225	
506	107	
507	113	
508	113	
509	172	
510	113	
511	113	
512	113	
601	262	
602	147	
603	104	
604	229	
605	108	
606	274	
607	213	
608	213	
609	115	
701	409	
702	389	

703		319	
704		397	
AGGREGATE		10,000	

COMMUNITY PLAN NUMBER

C43810

SHEET 3 OF 3

ACCEPTED

PRO REGISTRAR-GENERAL

DEV. No. 155 : C422 : 22

BY LAWS

Annexure to Form 1 Statement

FORM L: 1000
GUIDANCE: 1000
Orig.

LF 14575281

14:09 18-Jul-2025
5 of 6

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
S	LF

AGENT CODE

LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

1

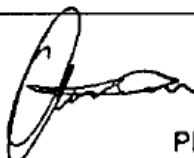
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3

4

5

PICK-UP NO.	
CP	43810

CORRECTION	PASSED BC
FILED 23/7/2025	 PRO REGISTRAR-GENERAL



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Page 1 of 31

BY-LAWS
Development No. 155/C422/22

BY-LAWS
COMMUNITY CORPORATION NO. 43810 INCORPORATED
PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES
ACT 1996

SECONDARY RESIDENTIAL COMMUNITY DIVISION

120-134 THE PARADE, NORWOOD

Certified correctly prepared in accordance with the requirements of the
Community Titles Act 1996 by the person who prepared the document:



Date: 17 July 2025

Full Name: Samuel Beuben Richardson

Address: Level 9, 63 Pirie Street, Adelaide SA 5000

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CHECKED BY LAND SERVICES SA

Page 2 of 31

BY-LAWS
Development No. 155/C422/22

COMMUNITY CORPORATION NO.43810 INCORPORATED

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**BY-LAWS
Development No. 155/C422/22**

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COMMUNITY TITLES ACT, 1996
BY-LAWS
COMMUNITY TITLE NO. 43810 INCORPORATED
IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the Lot Holders, Occupiers of the Lots and any persons entering the Community Parcels.

These By-Laws relate to the control and management of the Common Property and the Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

PART 1 – DEFINITIONS
1. BY-LAW 1 – DEFINITION

The definitions and interpretations set out herein and set out in section 3 of the Community Titles Act 1996 shall apply to these By-Laws and unless the context otherwise requires, the expressions:

- 1.1 **"Act"** means the *Community Titles Act 1996 (SA)* as amended from time to time;
- 1.2 **"Builder"** means the builder appointed by the Developer to construct the Buildings;
- 1.3 **"Buildings"** means any building constructed wholly or partly on the Community Parcel;
- 1.4 **"Commercial Lot"** means Primary Lot 500 in the Primary Community Strata Plan any Lots to be created from the Commercial Lot.
- 1.5 **"Common Property"** means the common property created by the Community Plan;
- 1.6 **"Corporation"** means Community Corporation No. 43810 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;
- 1.7 **"Community Parcel"** means the whole of the land comprised in the Community Plan;
- 1.8 **"Community Plan"** means Community Corporation Plan No. 43810;
- 1.9 **"Community Room"** means the Community Area 1 Community Area 2, and Toilets comprised in the Community Plan;
- 1.10 **"Developer"** means 120 The Parade Pty Ltd ABN 49 787 664 571;
- 1.11 **"Lot"** means a Community Lot comprised in the Community Plan;
- 1.12 **"Lot Holder"** means the owner of a Lot;

- 1.13 **"Management Agreement"** means any Agreement appointing the Manager pursuant to Section 75(5) of and Regulation 15 to the Act;
- 1.14 **"Manager"** means the Company for the time being appointed by the Corporation as its Manager and a reference in these By-Laws to the Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;
- 1.15 **"Occupier"** of a Lot includes, if a Lot is unoccupied, the Lot Holder;
- 1.16 **"Primary Corporation"** means the corporation constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing as part of the Primary Community Strata Plan;
- 1.17 **"Primary Community Strata Plan"** means Community Corporation Plan No. 43809;
- 1.18 **"Primary Lot Holder or Occupier"** means the Lot Holder or Occupier of a Lot of the Primary Community Strata Plan;
- 1.19 **"Relevant Animal"** means either an assistant animal or a therapeutic animal as defined in the *Equal Opportunity Act 1984* (SA);
- 1.20 **"Residential Levels"** Levels 2 to (and including) Level 7 on the Community Plan;
- 1.21 **"Rules"** means the rules made by the Corporation pursuant to the powers contained in these By-Laws;
- 1.22 **"Security Device"** means a key, code, remote control opener, magnetic card fob or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property; and
- 1.23 Unless the contrary intention appears the following applies:
 - 1.23.1 a reference to an instrument includes any variation or replacement of it;
 - 1.23.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;
 - 1.23.3 the singular includes the plural and vice versa;
 - 1.23.4 the word **"person"** includes a firm, a body corporate, an association or an authority;
 - 1.23.5 words of any gender include every gender;
 - 1.23.6 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking notation) and assigns;
 - 1.23.7 a reference to a day is the reference to the period of time commencing at midnight and ending twenty four (24) hours later; and

1.23.8 headings are inserted for convenience and do not effect the interpretation of these By-Laws.

1.23.9 The obligations and restrictions in these By-Laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these By-Laws in respect of the person or person to whom they are given.

If the whole of any part of a provision of these By-Laws are invalid, unenforceable or illegal, it is severed. The remainder of these By-Laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 – RESPONSIBILITY OF CORPORATION

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.
- 2.3 The Corporation must keep the Common Property tidied and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, handrails and intercoms (if any)) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lot Holders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate arrangement with a third party for such party to provide such services for the benefit of Lot Holders on behalf of the Corporation.
- 2.4 The Corporation will maintain any landscaping which forms a portion of the Common Property in good repair and condition including the replacement of any vegetation which dies or becomes seriously diseased.
- 2.5 The Corporation may appoint a Management Committee, comprising no more than seven (7) members, which shall be responsible to assist the Corporation in the administration, management and control of the Common Property except with respect to matters concerning:
 - 2.5.1 the appointment of a Manager pursuant to By-Law 2.6;
 - 2.5.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds Fifteen Thousand Dollars (\$15,000.00) or such other amount as the Corporation shall approve by ordinary resolution from time to time;
 - 2.5.3 the Corporation's obligations regarding the insurance under the Act and
 - 2.5.4 any matter require special or unanimous resolution in accordance with the Act.

- 2.6 The Corporation may appoint a Manager to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 2.7 The Manager may be appointed on a Management Agreement that is subject to annual review by the Corporation.
- 2.8 If on annual review the Corporation is dissatisfied with the performance of the Manager the Corporation may terminate the Management Agreement.
- 2.9 Any costs incurred by the Corporation in carrying out its obligations under the Act and these By-Laws are recoverable from the Lot Holders in proportion to the lot entitlement of each Lot.
- 2.10 The Corporation must ensure that these By-Laws are complied with.
- 2.11 The Corporation must enforce these By-Laws for the benefit of the Lot Holders, Occupiers and the Corporation.

3. **BY-LAW 3 – THE BUILDINGS**

The Corporation will coordinate the security and maintenance of the Buildings and for this purpose may enter into an appropriate contract with a third party for that party to provide such services for the benefit of all Lot Holders in the Buildings on behalf of the Corporation responsible for the administration, control and management of the Buildings.

4. **BY-LAW 4 – USE AND ENJOYMENT OF THE COMMON PROPERTY**

- 4.1 The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.
- 4.2 The development of any dwelling, storage shed, garage or carport on the Common Property is prohibited.

PART 3 – COMMUNITY PARCEL

5. **BY-LAW 5 – PROHIBITED ACTIVITIES**

A person bound by these By-Laws must not on the Community Parcel without the consent of the Corporation:

- 5.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 5.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 5.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;
- 5.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another Lot or the Common Property;
- 5.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

- 5.6 damage or deface any of the Buildings or signs or structures on the Community Parcel;
 - 5.7 disobey any reasonable directions or requests from an officer of the Corporation;
 - 5.8 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on any portion of the Community Parcel without the consent of the Corporation;
 - 5.9 use any portion of the Community Parcel as a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the consent of the Corporation;
 - 5.10 use any portion of the Lots as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services;
 - 5.11 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;
 - 5.12 obstruct any person's lawful access to any Lot or to the Common Property;
 - 5.12.1 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these By-Laws (but only to the extent permitted by law) at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
 - 5.12.2 the following penalties shall apply in respect of a contradiction of By-Law 5.12.1:
 - (a) first breach – Fifty Dollars (\$50.00) or such greater amount as the Corporation shall determine from time to time;
 - (b) second breach – One Hundred Dollars (\$100.00) or such greater amount as the Corporation shall determine from time to time;
 - (c) third offence – the maximum penalty prescribed under the Act.
- If any breach of this By-Law continues unremedied for twenty four (24) hours then a further breach of this By-Law shall be deemed to have occurred;
- 5.13 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this paragraph shall not extend to running repairs in the case of breakdown;

- 5.14 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Community Parcel without the consent of the Corporation;
- 5.15 rollerblade, roller skate or ride a skateboard;
- 5.16 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 5.17 erect, hang or fix any advertising or other signs or notices except as permitted by the policy guidelines issued from time to time by the Corporation;
- 5.18 allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 5.19 erect window furnishings, coverings, treatments which are not backed with white block out to the exterior or interior of any windows;
- 5.20 paint, finish or otherwise alter the external facade of any of the Buildings or improvement forming part of the Common Property or their Lot;
- 5.21 store, place, display or hang any chattel or item (including without limitation any item of clothing) on any external wall or external balcony from their Lot without the consent of the Corporation except for pot plants and gas or electric barbeques, outdoor chairs and tables;
- 5.22 install any equipment or apparatus of any kind (including, but not limited to, any spa, blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
 - 5.22.1 extends outside the boundaries of their Lot; or
 - 5.22.2 is located on any balcony/decking; or
 - 5.22.3 protrudes from any of the Buildings or balcony/decking forming part of their Lot or the Common Property;
- 5.23 without limiting By-Law 5.22 affix a satellite dish to any part of the Common Property;
- 5.24 permit any bicycle to be stored other than in either a Lot (but excluding a balcony Lot subsidiary) or in the areas of the Common Property designated by the Corporation or the Manager for such purpose and fitted with bicycle parking;
- 5.25 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- 5.26 use on the Community Parcel any item comprising or containing a sub-woofer or speaker at a level exceeding 80DbA;
- 5.27 place any item of furniture on any external balcony other than an item of furniture designed and intended for outdoor use;

- 5.28 for the purpose of maintaining the visual appearance of the Building hang any painting or other wall hanging or other object on any external wall or other part of any external balcony; and
- 5.29 A Lot Holder, Occupier and invitee must not:
 - 5.29.1 use their Lot other than for residential purposes; or
 - 5.29.2 contravene applicable law in relation to the ownership, occupation or use of their Lot; or
 - 5.29.3 place unsafe loads or stresses on floors, walls or ceilings; or
 - 5.29.4 allow their Lot to be other than free of rodents, vermin or pests.

6. BY-LAW 6 – SUPPORT AND PROVISION OF SERVICES

- 6.1 Except for the purpose of maintenance and renewal and with the prior written consent of the Corporation a Lot Holder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
 - 6.1.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - 6.1.2 the structural and functional integrity of any part of the Common Property is impaired;
 - 6.1.3 the passage or provision of services through the Lot or the Common Property is interfered with;
 - 6.1.4 A Lot Holder must enable access to their Lot for the purposes of maintenance for the provision of services provided to the Building;
 - 6.1.5 A Lot Holder, Occupier or invitee:
 - (a) may be requested to participate (including be trained as an act as wardens, if required) in such drills against fire, earthquake or other emergency as the Corporation may reasonably require; and
 - (b) must comply with any reasonable directions given by the Corporation or its nominated safety officer in any drill or actual emergency.
- 6.2
 - 6.2.1 Notwithstanding By-Law 6.1.4, the Lot Holders of Lots 701, 702 and 704 must provide access from time to time to window cleaners and painters (as the case may be) to the anchors and similar supports installed on the level 7 balconies for the purposes of accessing the lower levels of the Building to clean or paint the windows or balustrades and any other maintenance purposes.
 - 6.2.2 Such access set out in By-Law 6.2.1 should be on no more than two (2) occasions per annum, unless emergency maintenance or repairs are required.

- 6.2.3 Any costs relating to the maintenance or replacement of those anchor points will be the responsibility of the Corporation.

PART 4 – COMMON PROPERTY

7. BY-LAW 7 – PROHIBITED ACTIVITIES

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 7.1 camp or sleep overnight;
- 7.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 7.3 perform the work or repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activities) provided that this paragraph shall not extend to running repairs in the case of breakdown;
- 7.4 except as otherwise permitted in these By-Laws or by the Corporation carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;
- 7.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 7.6 obstruct any landing, driveway, lobby, stairs, corridor, hallway, passage or other access way;
- 7.7 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Manager may designate as non-smoking areas from time to time;
- 7.8 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Manager. This By-Law does not apply to the Community Room during the hours of 12:00pm to 12:00 am (subject to the Corporation obtaining any regulatory approvals that may be required); and
- 7.9 store, place, display, use or hang any chattel or item (including without limitation any item of clothing, pot plants, barbeques, outdoor tables, chairs and other furniture) on or from any part of the Common Property without the prior written consent of the Corporation or the Manager.

8. BY-LAW 8 – ACCESS LICENCE

8.1 The Corporation:

- 8.1.1 will enter into an agreement with the Developer and the Builder pursuant to which the Corporation will grant the Developer and its authorised agent the right to access the Buildings and the Common Property to carry on the marketing of unsold Lots in the Buildings involving among other things placing signs and other marketing material on Lots which are unsold and the Common Property ("**Marketing Activities**");

- 8.1.2 may at the request of the Developer and Lot Holder, enter into an agreement with the Developer and Lot Holder and its authorised agent the right to access the Buildings and the Common Property to carry out fit out works on unfinished Lots ("**Fitting Out of Apartments**"); and
- 8.1.3 the Developer and the Builder (and their respective contractors) access to the Common Property to carry out rectification and repair works ("**Repair Works**").
- 8.2 Neither the Corporation nor any Lot Holder or Occupier of a Lot will make any objection or bring any claim or action against either the Lot Holder, Developer or the Builder as a consequence of anything connected with:
 - 8.2.1 the Fitting Out of Apartments and any access rights exercised by the Lot Holder, Developer or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the Fitting out of Apartments;
 - 8.2.2 the Repair Works and any access rights exercised by the Developer or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the repair works; or
 - 8.2.3 the Marketing Activities and any access rights exercised by the Developer in respect of the Marketing Activities and any inconvenience that may result from them.

9. BY-LAW 9 – COSTS INCURRED BY THE CORPORATION

Where there is any expense incurred by the Corporation where such expense relates to services, supplies, repairs, maintenance, the provision of services or the like, is for the exclusive benefit or use of a particular Lot Holder, then the costs of any such services, supplies, repairs, maintenance, provision of services or the like, shall be paid exclusively by the Lot Holder receiving the exclusive use or benefit of such services, supplies, repairs, maintenance, provision of services or the like.

10. BY-LAW 10 – SECURITY OF COMMON PROPERTY

A Lot Holder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

11. BY-LAW 11 – COMPENSATION TO CORPORATION

A Lot Holder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lot Holder or Occupier or their respective tenants, licensees or invitees.

12. BY-LAW 12 – RESTRICTED USE OF COMMON PROPERTY

The Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 12.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or Occupiers of any part of the Common Property;

- 12.2 permit to the exclusion of Lot Holders and Occupiers any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 12.3 restrict by means of a Security Device the access of Lot Holders or Occupiers; and
- 12.4 restrict by means of a Security Device the access of Lot Holders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 – USE OF LOTS

13. BY-LAW 13 – GOOD REPAIR

A Lot Holder must:

- 13.1 maintain the Lot in good repair;
- 13.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 13.3 carry out work required by the Corporation in respect of the Lot; and
- 13.4 be responsible to maintain repair and replace the air conditioning equipment including the condenser servicing the Lot Holder's Lot.

14. BY-LAW 14 – USE OF LOTS

A person bound by these By-Laws:

- 14.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose inconsistent with the Scheme Description;
- 14.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or By-Law there under for the time being in force;
- 14.3 acknowledges that the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:
 - 14.3.1 to inspect the Lot;
 - 14.3.2 to carry out maintenance repairs or work; and
 - 14.3.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

- 14.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 14.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;
- 14.6 must, if requested by the Corporation, entrust any repairs and maintenance with the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 14.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the resolution;
- 14.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security and garage doors are kept locked or secure in an operation state (as the case may be) when not in immediate use;
- 14.9 must not use or permit to be used any barbecue other than a gas or electric barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;
- 14.10 must not charge an electric bike or scooter inside the Lot or Lot Subsidiary or on the Common property;
- 14.11 must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 14.12 must surrender all Security Devices belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant upon the termination of any tenancy;
- 14.13 must surrender all rubbish bins and all Security Devices, access cards or remote control or other access devices belonging to the Lot or the Buildings to the new Lot Holder of the Lot or the Manager on the sale of the Lot and secure the same undertaking from any termination on the termination of any tenancy;
- 14.14 must not store bicycles, sailboards, surfboards and other outdoor recreation or equipment in a balcony Lot subsidiary;
- 14.15 must not use a hose or high pressured water spraying device to clean the balcony of the Lot provided that the use of a garden hose for the purpose of watering plants on the balcony of a Lot shall be permitted;
- 14.16 must not display "for let", "for sale" or other such signs on or about the Lot;
- 14.17 must take every reasonable precaution to prevent items from blowing or dropping off the balcony/decking of the Lot;
- 14.18 must not conduct a garage sale or similar on the Lot or a Lot subsidiary;

14.19 in order to maintain the visual appearance of the Building must not place or store any belongings or furniture on any balcony other than furniture designed for outdoor use;

14.20 must ensure compliance with fire laws in respect of the Lot; and

14.21 must not breach the fire regulations or install dead locks, peep holes, security screen doors, external blinds, screen windows and/or flyscreens that would void the Corporation's insurance policy.

15. BY-LAW 15 – RENOVATION AND REFURBISHMENT OF LOTS

15.1 A Lot Holder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless they have:

15.1.1 submitted a proposal for the refurbishment, renovation, alteration or addition to the Corporation for its consideration and referral (at the discretion of the Corporation) to an architect;

15.1.2 advised the architect appointed by the Corporation regarding the refurbishment, renovation, alteration or addition, and paid to the Corporation its costs of engaging the architect;

15.1.3 obtained any necessary consent or approval from any government or statutory authority regarding refurbishment, renovation, alteration or addition, and providing the Corporation with a copy of any consent or approval;

15.1.4 made prior arrangements with the Corporation allowing tradespeople on to their Lot and ensuring that such tradespeople have appropriate public liability insurance cover; and

15.1.5 such person ensures that the workers are only permitted to enter a Lot in the presence of the Lot Holder or Occupier commissioning the work to be undertaken.

15.2 The Lot Holder or Occupier must not perform or carry out, refurbish, renovate, alter or add to their Lot unless:

15.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;

15.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;

15.2.3 all work is undertaken only between the hours of 7.30 am and 6.30 pm on Mondays to Saturdays other than public holidays;

15.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;

15.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lot Holder;

15.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;

- 15.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lot Holders or Occupiers of any other Lots;
- 15.2.8 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alteration or additions is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
- 15.2.9 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 15.2.10 all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- 15.2.11 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, such person has:
- (a) obtained the consent of the Corporation; and
 - (b) inserted an acoustic underlay which meets Australian Standards, between the floor and the hard floor covering.
- 15.3 For the purpose of this By-Law "**prescribed work**" in relation to a Lot means:
- 15.3.1 the erection, alteration, demolition or removal of a Lot;
 - 15.3.2 the alteration of the external appearance of a Lot;
 - 15.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - 15.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
 - 15.3.5 the installation, removal or replacement of any flooring;
 - 15.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot;
 - 15.3.7 refurbishment, renovation, alterations or additions,
- except for work in relation to any fit out, maintenance or refurbishment of a Commercial Lot as required and/or approved in accordance with any lease or other agreement in respect of that Commercial Lot or the Residential Lots 701, 702, 703 and 704 on the Community Plan located on Level 7 of the Building.
- 15.4 For the purpose of this By-Law "refurbishment, renovation, alterations or additions" shall without limiting their generality include the following:

- 15.4.1 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
- 15.4.2 the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of a Lot;
- 15.4.3 the installation, removal or replacement of any timber flooring;
- 15.4.4 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of a Lot;
- 15.4.5 alteration to or replacement of the front door of a Lot;
- 15.4.6 the installation of any screen or screen door to any part of a Lot;
- 15.4.7 alterations or repairs to any external walls, window or balcony.

16. **BY-LAW 16 – BALCONIES/DECKING**

A Lot Holder or Occupier of a Lot with a balcony/decking attached is prohibited from using the balcony for:

- 16.1 hanging laundry, washing or clothing out to dry or air in public view;
- 16.2 flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 16.3 letting off fireworks;
- 16.4 deliberate throwing or dropping materials or objects and must make every reasonable precaution to prevent items from blowing or dropping off the balcony/decking of the Lot;
- 16.5 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort and privacy of any person who resides in the immediately vicinity of the relevant balcony or adjacent to the Community Parcel;
- 16.6 storage of rubbish bins;
- 16.7 installing any air conditioning unit;
- 16.8 wash down, sweep or clean balconies/decking, or water plants on balconies/decking which results in surplus water, dust or debris running or falling from the edge of the balcony/decking; and
- 16.9 installing or permitting any lining or covering to enclose or attempt to enclose the balcony/decking of the Lot.

17. **BY-LAW 17 – CORPORATION MAY MAKE RULES**

The Corporation or the Manager may make Rules relating to the Common Property not inconsistent with these By-Laws and they shall be observed by the Lot Holders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

18. BY-LAW 18 – LEASE OF COMMON PROPERTY

Subject to the provisions of the Act the Corporation may grant a lease of a portion of the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lot Holders, Occupiers or members of the public.

19. BY-LAW 19 – SATELLITE DISHES

The Lot Holder or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a Lot and if such approval is obtained such satellite dish must be concealed from view.

20. BY-LAW 20 – OCCUPIER/LOT HOLDER OF LOT MUST KEEP LOT CLEAN AND TIDY

20.1 The Occupier of a Lot must keep the Lot in a clean and tidy condition.

20.2 The Occupier of a Lot must:

20.2.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

20.2.2 comply with any requirements of the Council for the disposal of garbage.

21. BY-LAW 21 – MOVING ARTICLES TO AND FROM LOTS

The Lot Holder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

21.1 goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and under the supervision of the Corporation;

21.2 goods or furniture being moved to or from the Lot shall only be carried in the lift designated from time to time by the Corporation for the purpose of carrying goods or furniture ("**Designated Lift**") but in carrying the goods or furniture in the goods lift priority shall at all times be given to passenger traffic;

21.3 before goods or furniture are carried in the Designated Lift the sides of the Designated Lift shall be covered in such manner as the Corporation shall direct to prevent scratching or damage;

21.4 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot Holder; and

21.5 appropriate measures must be taken to ensure that the security of the Buildings are maintained at all times while goods or furniture are being delivered to or removed from the Building.

22. BY-LAW 22 – DELIVERY OF PACKAGES AND ORDERS

22.1 Deliveries of small packages or orders (including but not limited to Uber Eats, Menulog) are to be left in the foyer and Lot Holders or Occupiers are not to provide access to the lifts or the Residential Levels.

22.2 This By-Law does not restrict the delivery of goods or furniture as set out in By-Law 21.

23. BY-LAW 23 – STORAGE OF FLAMMABLE LIQUIDS

A Lot Holder or Occupier of a Lot must not:

23.1 except with the written consent of the Corporation use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

23.2 do or permit anything which may invalidate or suspend any insurance policy effect by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

24. BY-LAW 24 – INSURANCE

24.1 To the extent (if any) that the Primary Corporation has not done so the Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.

24.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lot Holders to enable payment of the premium for the policy of insurance.

24.3 Each Lot Holder shall carry their own third party property, bodily injury and contents insurance on the Lot extending to cover any person occupying the Lot Holder's Lot.

24.4 The policy of insurance to be carried by the Lot Holder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of Twenty Million Dollars (\$20,000,000.00) in respect of any one (1) accident or event.

24.5 Proof of coverage by way of a copy of the Lot Holder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

24.6 To the extent (if any) that the Primary Corporation has not done so, the Corporation must carry fidelity guarantee insurance in accordance with Section 104(3) of the Act.

24.7 The Lot Holder or Occupier of a Lot must not:

24.7.1 do anything that may void or prejudice any insurance effected by the Corporation; or

24.7.2 do anything which may increase any insurance payable by the Corporation.

24.8 The Corporation shall on an annual basis review:

24.8.1 all insurance effected by it; and

24.8.2 the need for new or additional insurance.

24.9 Notice of an annual general meeting of the Corporation must include a form of motion to decide whether insurances effected by the Corporation should be confirmed, varied or extended.

24.10 The Corporation must immediately effect new insurances or vary or extend insurances if there is a significant increase in risk or a new risk to the Common Property or the Community Parcel.

25. BY-LAW 25 – PROHIBITION OF DISTURBANCE

25.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

25.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

26. BY-LAW 26 – KEEPING OF PETS

26.1 The Lot Holder or Occupier of a Lot must not except with the approval of the Corporation keep more than two (2) pets of a maximum weight of ten (10) kilograms each.

26.2 This By-Law does not prevent the Lot Holder, Occupier or invitee of a Lot who has a disability from keeping a Relevant Animal on the Lot or restrict the use of a Relevant Animal by the Lot Holder, Occupier or invitee of a Lot if the Relevant Animal is trained to assist the Lot Holder, Occupier or invitee of the Lot in respect of a disability.

26.3 Where a Lot Holder, Occupier or invitee of a Lot or any other person who is on the Common Property with a Lot Holder, Occupier, invitee of a Lot's consent (express or implied) brings or keeps a pet on the Lot or any other part of the Common Property, that Lot Holder, Occupier or invitee:

26.3.1 is liable for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet;

26.3.2 is responsible for cleaning up after the pet has used any part of another Lot or any part of the Common Property; and

26.3.3 must if required by an ordinary resolution of the Corporation arising from persistent breaches of By-Law 26.3.1 or 26.3.2 cease to keep the pet on the Lot or other part of the Common Property.

27. BY-LAW 27 – LEASING

- 27.1 Where a Lot Holder leases the Lot the Lot Holder must at the request of the Corporation inform the Corporation as to the identity of the Lessee and the essential terms of the Lease.
- 27.2 A Lot Holder must not lease a Lot or any portion of a Lot or grant a right of occupation in respect of a Lot or any portion of a Lot for valuable consideration for a period of less than two (2) months without the prior written authorisation of the Corporation.
- 27.3 For the purposes of By-Law 27.2, a periodic tenancy renewable from periodic term to periodic term where the periodic term is less than two (2) months shall be deemed to be a term of less than two (2) months and nothing in By-Law 27.2 shall prevent a Lot Holder from making the Lot available for occupation for a period of less than two (2) months by a member of the Lot Holder's family whether for valuable consideration or not.

28. BY-LAW 28 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

- 28.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and
- 28.2 any change in the occupancy of the Lot.

29. BY-LAW 29 – DISPOSAL OF GARBAGE

- 29.1 A person bound by these By-Laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
- 29.2 A person bound by these By-Laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 29.3 The Corporation will be responsible for the collection and removal of residential waste and may appoint a contractor to attend to the collection and removal of it and will take reasonable measures to minimise disruption to Occupiers.
- 29.4 A Lot Holder is responsible for any damage caused or additional cleaning costs incurred by the Corporation arising from the Lot Holder's or Occupier's inappropriate use of or disposal of items (as determined by the Corporation) in the receptacles or other areas provided for the disposal of garbage.

30. BY-LAW 30 – OBSERVANCE OF BY-LAWS

- 30.1 Where these By-Laws restrict the behaviour or activity of a Lot Holder or Occupier of a Lot there shall be imposed upon that Lot Holder or Occupier an obligation not to permit that behaviour or activity.
- 30.2 A Lot Holder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these By-Laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

31. BY-LAW 31 – SALE OF LOT

A person bound by these By-Laws:

- 31.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;
- 31.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel provided that this By-Law shall not apply to the Developer in respect of any Lot owned by the Developer; and
- 31.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS
32. BY-LAW 32 – CORPORATION'S RIGHTS AND POWERS – UNPAID LEVIES

- 32.1 A Lot Holder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - 32.1.1 the whole of the Corporation's costs and expenses including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lot Holder's Lot by the Corporation pursuant to the Act or pursuant to the By-Laws; and
 - 32.1.2 any costs that are ordered to be paid by the Lot Holder to the Corporation by any Court, Tribunal or body with authority to order the payment of costs.
- 32.2 If the Lot Holder does not pay such costs and expenses after demand is made for them the Corporation may take action to recover them in any Court of competent jurisdiction provided that in respect of the Corporation's party and party costs the Corporation complies with any procedure for the taxation and recover of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in By-Law 32.1 against the levy account of the Lot Holder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 32.3 If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment the amount of the unpaid contribution will bear interest at the annual rate determined by the Corporation from time to time unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation any Manager has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 32.4 If when a person becomes the Lot Holder of a Lot another person is liable in respect of the Lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.
- 32.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

32.6 If the Corporation spends money to make good damage caused by a breach of the Act or of these By-Laws by any Lot Holder or the tenants, Occupiers, guests, servants, employees, children, pets, invites or licensees of the Lot Holder the Corporation may recover the amount spent as a debt in any action in any Court of competent jurisdiction from the Lot Holder of the Lot at the time when the breach occurred.

33. BY-LAW 33 – DISPLAY OF SIGNS AND ADVERTISEMENTS

A person must not display a sign or advertisement on a Lot or the Common Property without the approval of the Corporation.

34. BY-LAW 34 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

34.1 indemnify and forever hold harmless the Corporation from and against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

34.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except at to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

35. BY-LAW 35 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

36. BY-LAW 36 – PERMITS

36.1 In any By-Law of the Corporation, unless the contrary intention is clearly indicated, the words "**the consent of the Corporation**" means the permission of the Corporation given in the form of a written permit.

36.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel.

36.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

36.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

36.5 A permit holder shall comply with each and every condition of the permit.

36.6 Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

36.7 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

36.8 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

37. BY-LAW 37 – OFFENCES

A person who contravenes or fails to comply with the provisions of these By-Laws is guilty of an offence.

Maximum Penalty: The maximum prescribed under the Act.

38. BY-LAW 38 – BREACH

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

39. BY-LAW 39 – REMOVAL OF PERSONS

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a By-Law in that part.

40. BY-LAW 40 – WAIVER

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other Rules, covenants, obligations or provisions herein contained or implied.

41. BY-LAW 41 – NOTICE

Any notice required to be served under these By-Laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder at the last known address of the Lot Holder and forwarded by pre-paid post and if notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

42. BY-LAW 42 – SECURITY OF COMMON PROPERTY

A Lot Holder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

43. BY-LAW 43 – NOTIFICATION OF DEFECTS

A Lot Holder or Occupier of a Lot must promptly notify the Corporation:

43.1 of any structural fault in the Community Parcel of which the Lot Holder becomes aware;

43.2 of any damage or loss of function in the Community Parcel or service infrastructure of which the Lot Holder becomes aware; or

- 43.3 of any other thing of which the Lot Holder becomes aware that might endanger the Community Parcel or the safety of any person in it.

44. BY-LAW 44 – COMPENSATION TO CORPORATION

- 44.1 The Lot Holder or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that Lot Holder or Occupier or their respective tenants, pets, licensees or invitees.
- 44.2 In circumstances where the Corporation arranges for a service call to the Community Parcel and the reason for that service call relates to a particular Lot or Lots or is necessitated by reason of an act or omission of a Lot Holder or Occupier or pet then the Corporation shall be entitled to recover the costs incurred in respect of such service call directly from the relevant Lot Holder or Occupier.

45. BY-LAW 45 – SECURITY DEVICES

- 45.1 The Corporation may charge a reasonable fee for any additional Security Device required by a Lot Holder.
- 45.2 A Lot Holder of a Lot must exercise a high degree of caution and responsibility in making a Security Device available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Device to the Lot Holder or the Corporation.
- 45.3 A Lot Holder or Occupier of a Lot in possession of a Security Device must not without the Corporation's written consent duplicate the Security Device or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Device is not lost or handed to any person other than another Lot Holder or Occupier and is not disposed of otherwise than by returning it to the Corporation.
- 45.4 Security Devices must not be left in a vulnerable location nor issued or loaned to a person who is not a Lot Holder or Occupier (other than temporary trades and services conducting their professional and lawful function on the Lot and for a limited period of time only).
- 45.5 A Lot Holder or Occupier of a Lot must promptly notify the Corporation if a Security Device is lost or destroyed.

46. BY-LAW 46 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

47. BY-LAW 47 – SINKING FUND

- 47.1 The Corporation may establish a sinking fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 47.2 The Corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and the contribution to be made by the Lot Holder.

47.3 The following provision shall apply to any sinking fund established under this By-Law:

47.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;

47.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

47.3.3 any monies paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

48. BY-LAW 48 – SECURITY KEYS

48.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lot Holder.

48.2 A Lot Holder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lot Holder or the Corporation.

48.3 A Lot Holder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.

48.4 Security Keys must not be left in a vulnerable location nor issued or loaned to a person who is not a Lot Holder or Occupier (other than temporary trades and services conducting their professional and lawful function on the Lot and for a limited period of time only).

48.5 A Lot Holder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

49. BY-LAW 49 – TENANTS TO HAVE NOTICE OF BY-LAWS

A copy of these By-Laws (or a précis thereof approved by the Corporation) shall be delivered to the lessee or Occupier of any Lot not personally occupied by the Lot Holder.

50. BY-LAW 50 – STORAGE CAGES

A proprietor or Occupier of a Lot must not install a storage cage nor alter an existing storage cage in any way without first obtaining the written consent of the Corporation, which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

51. BY-LAW 51 – AIR CONDITIONING EQUIPMENT

- 51.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property and/or the common property of the Primary Community Strata Plan but will remain separately owned by each individual Lot Holder.
- 51.2 In the event that any air conditioning equipment referred to in By-Law 51.1 or any part thereof including any condenser is situated on the Common Property and/or the common property of the Primary Community Strata Plan then the owner of that equipment will have an easement appurtenant to the Lot Holder's Lot over the common property of the Primary Community Strata Plan by virtue of the operation of Section 24(1)(c)(i) of the Act.
- 51.3 Each Lot Holder will be responsible at its own cost and expense to maintain, repair and replace the air conditioning equipment servicing the Lot Holder's Lot.

52. BY-LAW 52 – EMBEDDED GAS NETWORK

- 52.1 An embedded gas network ("EGN") has been installed in the Building in respect of the supply of gas to the Building including the Community Lots which at the date of deposit of the Primary Community Strata Plan and the Community Plan will be owned and managed by a provider nominated by the Developer (or Corporation) ("Provider") under an agreement with the Corporation and the Primary Corporation.
- 52.2 Pursuant to the arrangements with the Provider, the Provider will supply gas through the EGN and to impose a charge in relation to:
 - 52.2.1 the gas used by the Corporation; and
 - 52.2.2 the gas used by the Lot owners and occupiers.

53. BY-LAW 53 – ELECTRICITY AND COLD WATER

- 53.1 The Lots have their own individual on-market electricity meter. The Lot Holder or Occupier will be responsible for purchasing electricity from a retailer and for the costs associated with purchasing their own electricity.
- 53.2 The Lots have a cold water meter installed which consumption will be charged directly to the Lot Holder or Occupier.
- 53.3 Electricity to the Common Property will be separately metered and such charges are recoverable from the Lot Holders in proportion to the lot entitlement of each Lot.

54. BY-LAW 54 – SOLAR PANEL AND TELECOMMUNICATIONS LICENCE

- 54.1 The Developer or a related party shall be entitled for no licence fee to have the following rights:
 - 54.1.1 the sole and exclusive right to construct, install and maintain on that portion of the Common Property (such areas as nominated by the Developer and as advised to the Corporation) solar panels and/or telecommunications equipment and any ancillary or related equipment as the Developer in its absolute discretion determines including without limitation inverters, batteries (including storage systems), mounts, antennae, receivers, radio transmitters and associated cabling; and

- 54.1.2 the right to grant or acquire the Corporation to grant to the Lot Holder or Occupier of any Lot or to third parties the right to place solar panels, telecommunications equipment and any ancillary or related equipment within that area referred to in By-Law 54.1.1 on such terms and conditions as the Developer shall determine.
- 54.2 Notwithstanding By-Law 52.1.2, the Lot Holder for Lots 213 to 217 may place solar panels on their roof area set out on level 4 of the Community Strata Plan without the consent from the Corporation.
- 54.3 The Developer shall be solely responsible for any costs and expenses incurred in respect of those portions of the Common Property upon which any equipment is erected pursuant to this By-Law. The Lot Holder will be responsible for any costs of repair and maintenance together with all costs in respect of electricity supplied to that equipment.
- 54.4 The Developer shall obtain, at its own cost, all licences, permits, authorisations, consents or such other requirements applicable under any relevant electricity laws.
- 54.5 The Developer shall be permitted at its absolute discretion to assign its rights and interests under this By-Law.
- 55. BY-LAW 55 – ELECTRONIC VEHICLE CHARGES**
- 55.1 If the Lot Holder chooses to install an Electronic Vehicle Charger, the Lot Holder must nominate the brand and specification which is to be approved by the Manager prior to the installation. The Manager has absolute discretion in approving (or rejecting) the nominated Electronic Vehicle Charger, taking into account its suitability for the Building and the shared load network.
- 55.2 In the event that the Electronic Vehicle Charger is deemed unsuitable for the Building, the Lot Holder is not permitted to install the Electronic Vehicle Charger and will have no claim against the Developer.
- 55.3 All costs associated with the Electronic Vehicle Charger, including the purchase, installation and any ongoing costs for network setup, software, subscription fees, maintenance and future replacement will be the responsibility of the Lot Holder.
- 55.4 Each Lot will be billed by the Manager for the use of their Electronic Vehicle Charger based on the Lot Holder's usage.
- 55.5 The Electronic Vehicle Charging infrastructure is designed on a shared load network and charging times and load allocation will depend on overall demand of the Building.
- 56. BY-LAW 56 – PROVISIONS TO LOTS 701, 702, 703 AND 704**
- Notwithstanding anything else set out in these By-Laws:
- 56.1 the Lot Holders of the Lots 701, 702, 703 and 704 ("**Level 7 Lots**") will be entitled to attend to the fit out and refurbishment of the Level 7 Lots without prior consent or approval by the Corporation.

- 56.2 the Lot Holders of the Level 7 Lots will be responsible to minimise noise and disturbance to the Lot Holders in the Building while attending to the fit out and refurbishment of the Level 7 Lots.
- 56.3 the Lot Holders of the Level 7 Lots can carry out refurbishments, renovations, alterations, installing the fit out or additions to their Lot including but not limited to:
 - 56.3.1 installation, removal or replacement of any tiling to any part of the Lot;
 - 56.3.2 installation of an external kitchen, pizza oven, spa bath, pool, sauna, steam room, gas fireplace, wine room and associated equipment;
 - 56.3.3 installation, removal or replacement of any flooring;
 - 56.3.4 attending to alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot;
 - 56.3.5 the installation, removal or replacement of any flooring;
 - 56.3.6 alteration to or replacement of the front door of a Lot;
 - 56.3.7 the installation of any screen (including to any windows) or screen door or blind or veranda roof to any part of a Lot;
 - 56.3.8 install skylights to the roof;
 - 56.3.9 alterations or repairs to any external walls, window or balcony;
 - 56.3.10 store, place, display or hang any chattel or item (including without limitation any item of clothing) on any external wall or external balcony from their Lot; and
 - 56.3.11 subject to relevant planning and development laws, build pergolas or other structures on the balcony Lot Subsidiary without the consent of the Corporation.
- 56.4 the rights of the Lot Holders of the Level 7 Lots as set out in this By-Law are not intended to reduce or in any way derogate from the obligations of the Lot Holders of the Level 7 Lots under any statute or law or the obligations under By-Law 15.1.3.
- 56.5
 - 56.5.1 Notwithstanding By-Law 54, the Lot Holders of Lots 701, 702 and 704 can install and maintain solar panels, battery systems and related equipment to the roof of the Building for the purposes of supplying electricity for their respective Lot. The Lot Holders of Lots 701, 702 and 704 will be responsible for any costs of repair and maintenance for their respective Lot together with all costs in respect of electricity supplied to that equipment.
 - 56.5.2 The Lot Holders of Lots 701, 702 and 704 will have rights to:

- (a) access the roof of the Building for the purposes of installing, operating and maintaining the solar panels, battery systems and related equipment set out under By-Law 56.5.1;
- (b) install a shade structure including panels and ancillary items on the roof of the Building; and
- (c) install cabling where required on the Common Property for the installation of the solar panels, battery systems and related equipment as set out under By-Law 56.5.1.

57. BY-LAW 57 – RIGHT OF ACCESS FOR THE PRIMARY LOT HOLDERS AND OCCUPIERS

The Corporation shall grant in favour of the Primary Lot Holders or Occupiers of a Primary Lot:

- 57.1 a licence to pass and repass on foot and by vehicle over and along those portions of the Common Property situated on the basement level of the Building for the purpose of access to and from the car park and storage lot subsidiaries forming part of the Lot; and
- 57.2 a licence to access services forming part of the Common Property and for that purpose to pass and repass over such portions of the Common Property as shall be required provided that in using the service areas the Primary Lot Holders or Occupiers must ensure that the service areas are kept neat and tidy.

SCHEME DESCRIPTION

Annexure to Form 1 Statement

FORM LF 1 (Orig.)
GUIDANCE NOTES AVAILABLEOrig. **LF 14575282**14:09 18-Jul-2025
6 of 6

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
6	LF

AGENT CODE

LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

1

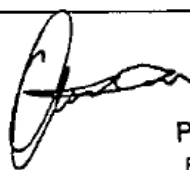
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PICK-UP NO.	
CP	43810

CORRECTION		PASSED RC
FILED 23/7/2025		  PRO REGISTRAR-GENERAL

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CHECKED BY LAND SERVICES SA

Page 1 of 12

SCHEME DESCRIPTION
Development No. 155/C422/22

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO.43810 INCORPORATED

**SECONDARY COMMUNITY DIVISION
RESIDENTIAL**

120-134 THE PARADE, NORWOOD

Certified correctly prepared in accordance with the requirements of the
Community Titles Act 1996 by the person who prepared the document:



Date: 17 July 2025

Full Name: Samuel Asuben Richardson

Address: Level 9, 63 Pirie Street, Adelaide SA 5000

**TERMS OF INSTRUMENT NOT
CHECKED BY LAND SERVICES SA**

Page 2 of 12

**SCHEME DESCRIPTION
Development No. 155/C422/22**

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COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act 1996 and the Community Title Regulations 2011.

1. DEFINITIONS

1.1 The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires the expressions:

- 1.1.1 **"Act"** means the Community Titles Act 1996 as amended;
- 1.1.2 **"Building"** means the building constructed on the Community Parcel;
- 1.1.3 **"Common Property"** means the Common Property created by the Residential Secondary Community Strata Plan;
- 1.1.4 **"Community Parcel"** means the whole of the land comprised in Primary Lot 501 in the Primary Community Plan;
- 1.1.5 **"Corporation"** means Community Corporation No. 43810 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the corporation appointed in writing;
- 1.1.6 **"Developer"** means 120 The Parade Pty Ltd ABN 49 787 664 571;
- 1.1.7 **"Lot"** means a community strata lot comprised in the Residential Secondary Community Strata Plan;
- 1.1.8 **"Lot Holder"** means the owner of a Lot;
- 1.1.9 **"Primary Community Corporation"** means the corporation incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the corporation appointed in writing as part of the Primary Community Plan;
- 1.1.10 **"Primary Community Plan"** means Primary Community Strata Plan No. 43809 ; and
- 1.1.11 **"Residential Secondary Community Strata Plan"** means the secondary community strata plan to divide Primary Lot 501 in the Primary Community Plan into sixty four (64) Lots, lot subsidiaries and Common Property.

1.2 Unless the contrary intention appears the following applies:

- 1.2.1 a reference to an instrument includes any variation or replacement of it;

- 1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 the word "**person**" includes a firm, a body corporate, an association or an authority;
- 1.2.5 words of any gender include every gender;
- 1.2.6 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;
- 1.2.7 a reference to a day is the reference to the period of time commencing at midnight and ending twenty four (24) hours later; and
- 1.2.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

If the whole of any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

The community parcel is the whole of the land comprised in Primary Lot 501 in the Primary Community Plan.

3. NATURE OF PROPOSED DEVELOPMENT

The Residential Secondary Community Strata Plan divides Primary Lot 501 in the Primary Community Plan into sixty four (64) Lots, lot subsidiaries and Common Property.

4. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

- 4.1 All of the Lots are to be used for residential purposes and must not be leased or occupied for valuable consideration for a period less than 2 months without the prior written authorisation of the Corporation.
- 4.2 For the purposes of 4.1, a periodic tenancy renewable from periodic term to periodic term where the periodic term is less than two (2) months shall be deemed to be a term of less than two (2) months and nothing shall prevent a Lot Holder from making the Lot available for occupation for a period of less than two (2) months by a member of the Lot Holder's family whether for valuable consideration or not.

- 4.3 The Common Property is to be used by the proprietors and occupiers of the Lots and persons authorised by them from time to time in accordance with and subject to the restrictions in respect of such use specified in the By-Laws of the Community Scheme.

5. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 5.1 The standard of work performed and to be performed and the materials used or to be used will be a fair average standard or such higher standard as the Developer in its absolute discretion has determined.
- 5.2 The development of the Lots and the Common Property has taken place in accordance with all statutory and other approvals obtained under the Planning, Development and Infrastructure Act 2016 (SA) for the undertaking of the development and in a proper and workman like manner.
- 5.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or Common Property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

6. DEVELOPMENT OF COMMUNITY LOTS

The Developer has constructed an eleven (11) level (including ground level and basement and lower basement levels) building and developed the Common Property in accordance with the development approvals granted by the relevant planning authority.

7. DEVELOPER TO IMPROVE OR DEVELOP THE COMMON PROPERTY

- 7.1 The Common Property is comprised of:
- 7.1.1 the external structures of the Building;
 - 7.1.2 lifts, stairs, foyer, lobby, entry, passage, walkway, corridor, driveway and ramp for access to the Lots and lot subsidiaries;
 - 7.1.3 disabled park;
 - 7.1.4 loading;
 - 7.1.5 services;
 - 7.1.6 provision for service infrastructure;
 - 7.1.7 waste room;
 - 7.1.8 waste chute;
 - 7.1.9 roof;
 - 7.1.10 toilets;
 - 7.1.11 terrace;

**TERMS OF INSTRUMENT NOT
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**SCHEME DESCRIPTION
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- 7.1.12 duct;
- 7.1.13 exhaust;
- 7.1.14 lightwell;
- 7.1.15 sky light;
- 7.1.16 lift overrun;
- 7.1.17 Community Area 1; and
- 7.1.18 Community Area 2.

7.2 The standard of work performed and to be performed and the materials used and to be used on the Common Property are of a fair average standard or such higher standard as the Developer in its absolute discretion has determined.

8. STAGING OF DEVELOPMENT

The Scheme is not a staged development.

9. OTHER IMPORTANT FEATURES OF SCHEME

9.1 The Corporation will coordinate the security and maintenance of the Community Parcel and the efficient operation of the Common Property and for this purpose may enter into an appropriate contract with a third party for that party to provide such services for the benefit of all owners and occupiers of Lots in the Community Parcel on behalf of the Corporation responsible for the administration, control and management of the Community Parcel.

9.2 The Corporation will grant in favour of the Primary Community Corporation and its agents and contractors a licence to access that part of the common property of the Primary Community Plan comprising the roofs, lower basement, basement, ground floor and Level 1 of the building through those portions of the Common Property comprising the stairs, lifts, walkway, passage for the purpose of undertaking the repair, maintenance and replacement of common property of the Primary Community Plan together with items of service infrastructure servicing the Commercial Lots situated on the roofs and or lower basement, basement, ground floor and Level 1.

9.3

9.3.1 The Lot Holders of Lots 701, 702 and 704 can install and maintain solar panels, battery systems and related equipment to the roof of the Building for the purposes of supplying electricity for their respective Lot. The Lot Holders of Lots 701, 702 and 704 will be responsible for any costs of repair and maintenance for their respective Lot together with all costs in respect of electricity supplied to that equipment.

9.3.2 The Lot Holders of Lots 701, 702 and 704 will have rights to:

- (a) access the roof of the Building for the purposes of installing, operating and maintaining the solar panels, battery systems and related equipment;

**TERMS OF INSTRUMENT NOT
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**SCHEME DESCRIPTION
Development No. 155/C422/22**

- (b) install a shade structure including panels and ancillary items on the roof of the Building; and
- (c) install cabling where required on the Common Property for the installation of the solar panels, battery systems and related equipment.

10. CONDITIONS OF APPROVAL

- 10.1 The division of the Community Parcel and construction on the Community Parcel are subject to conditions imposed by the relevant planning authority pursuant.
- 10.2 The conditions that will continue after completion of the development will be the responsibility of the Community Corporation and owners of the community lots.
- 10.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure A.
- 10.4 Further particulars about the details of this Scheme may be available from the State Commission Assessment Panel.

DATED the *17th* day of *July* 2025

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 155/C422/22

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO
REGULATION 66 OF PLANNING, DEVELOPMENT AND INFRASTRUCTURE (GENERAL)
REGULATIONS 2017**

1. All the consents or approvals required under the Planning, Development and Infrastructure Act 2016 (SA) in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Planning, Development and Infrastructure Act 2016 (SA) in relation to any other development envisaged by this scheme description.

Signed: WA
State Planning Commission

Name: Callum Hastie

Position Held: Para Planner

Dated: 14/07/25

**TERMS OF INSTRUMENT NOT
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**SCHEME DESCRIPTION
Development No. 155/C422/22**

ANNEXURE A

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 155/C422/22



DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Australian Property Developments c/- Pep Rocca
Postal address: c/- Alexander Symonds PO Box 1000 Kent Town SA 5071
Email: tditchburn@alexander.com.au

IN REGARD TO:

Development application no.: 22020529	Lodged on: 29 Jun 2022
Nature of proposed development: Land Division - Community Strata (1 Into 69) (secondary) being over allotment 501 in application 22020524	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 5 CHURCH AV NORWOOD SA 5067		
Title ref.: CT 5087/576	Plan Parcel: D688 AL9	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-132 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 130-134 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5784/489	Plan Parcel: F5046 AL17	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 120 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5273/247	Plan Parcel: F139127 AL47	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 124 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/660	Plan Parcel: F39983 AL3	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 126 THE PARADE NORWOOD SA 5067		
Title ref.: CT 5703/661	Plan Parcel: F39983 AL4	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

Location reference: 128 THE PARADE NORWOOD SA 5067		
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This form constitutes the form of a decision notification under section 126(1) of the Planning, Development and Infrastructure Act 2016, as determined by the Minister for Planning for the purposes of regulation 57(1) of the Planning, Development and Infrastructure (General) Regulations 2017. Published: 7 July 2022.



Government of South Australia
Department for Trade
and Investment

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**SCHEME DESCRIPTION
Development No. 155/C422/22**

Title ref.: CT 5703/662	Plan Parcel: F39983 AL5	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
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DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	7 Feb 2025	2	0	State Planning Commission
Land Division Consent	Granted	7 Feb 2025	2	0	State Planning Commission
Development Approval - Planning Consent; Land Division Consent	Granted	18 Feb 2025	4	0	City of Norwood, Payneham and St. Peters

FROM THE RELEVANT AUTHORITY: City of Norwood, Payneham and St. Peters

Date: 18 Feb 2025

CONDITIONS

Planning Consent

Condition 1

The development authorisation granted herein shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission, except where varied by conditions below (if any).

Condition 2

Council must confirm that either the common driveway (including all access points to and from the common driveway) has been constructed or that evidence of appropriate security for the construction of the common driveway has been provided before the State Planning Commission issues its land division certificate under section 138 of the Planning, Development and Infrastructure Act 2016.

Land Division Consent

Conditions imposed by SPC Planning Services under Section 122 of the Act

Condition 1

Payment of \$498,204.00 into the Planning and Development Fund (63 allotment/s @ \$7,908.00 /allotment). This payment will not become payable until the Certificate of Approval application under Section 138 has been lodged. At that time the Land Division Registration fee (currently \$1154.00), will also become payable. The total of the two fees must be paid in a single payment. Payments \$100,000.00 or more are unable to be paid by credit card. Cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or you may contact the Planning Services Branch on 7133 3028 for payment by Electronic Funds Transfer.

Condition 2

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

**TERMS OF INSTRUMENT NOT
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**SCHEME DESCRIPTION
Development No. 155/C422/22**

ADVISORY NOTES

Planning Consent

Advisory Note 1

This consent or approval will lapse at the expiration of 24 months from its operative date (unless this period has been extended by the State Planning Commission).

Advisory Note 2

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the ERD Court if wishing to appeal. The ERC Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Land Division Consent

Advisory Note 1

The development must be substantially commenced or application for certificate made within 12 months of the date of the operative authorisation, unless this period has been extended by the State Planning Commission.

Advisory Notes imposed by SPC Planning Services under Section 122 of the Act

Advisory Note 2

Under Part 20A of the *Telecommunications Act 1997* (Cth), developers are required to install fibre-ready facilities (e.g. pit and pipe) in their developments, unless the development qualifies for an exemption. Developers can face penalties if they sell or lease building lots or units in new developments without fibre-ready facilities installed.

Under the Commonwealth's Telecommunications In New Developments Policy, developers are also expected to contract a telecommunications carrier (being any statutory infrastructure provider (SIP) or NBN Co as the default SIP) to provide services in their development. Carriers should install fixed-line network infrastructure in new developments, unless that is not commercially feasible, in which case they should use fixed-wireless or satellite technologies.

Further details of these requirements can be found at:

www.infrastructure.gov.au/departments/media/publications/telecommunications-new-developments

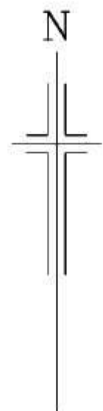
CONTACT DETAILS OF CONSENT AUTHORITIES

Name: State Planning Commission	Type of consent: Planning and Land Division
Telephone: +611800752664	Email: spcapplications@sa.gov.au
Postal address: GPO Box 1815, ADELAIDE SA 5001	

AFFECTED PLAN

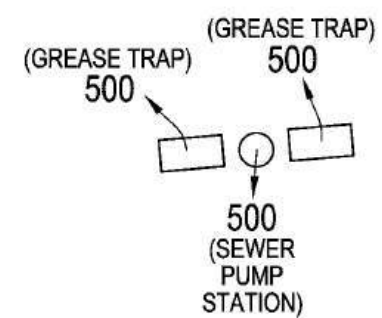
Annexure to Form 1 Statement

PURPOSE: PRIMARY COMMUNITY STRATA		AREA NAME: NORWOOD		RE-APPROVED: 18/07/2025		C43809		
COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST. PETERS		DEVELOPMENT NO: 155/C421/22/001/9300		DEPOSITED: 23/07/2025				
LAST PLAN: F258513								
AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666		SURVEYORS CERTIFICATION:		I Mark Antony Peter Williams, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 18th day of July 2025 Mark Antony Peter Williams Licensed Surveyor				
AGENT CODE: ALSY								
REFERENCE: 20A0259LTO-PC(F)								
SUBJECT TITLE DETAILS:								
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN
CT	5087	576		ALLOTMENT(S)	9	D	688	ADELAIDE
CT	5273	247		ALLOTMENT(S)	47	F	139127	ADELAIDE
CT	5703	660		ALLOTMENT(S)	3	F	39983	ADELAIDE
CT	5703	661		ALLOTMENT(S)	4	F	39983	ADELAIDE
CT	5703	662		ALLOTMENT(S)	5	F	39983	ADELAIDE
CT	5784	489		ALLOTMENT(S)	17	F	5046	ADELAIDE
OTHER TITLES AFFECTED:								
EASEMENT DETAILS:								
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION
EXTINGUISH	4 IN F258513	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A ON F258513		5 IN F258513		T 131673 AND T 133495
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	E(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)		223LG RPA
ANNOTATIONS:								
ENCROACHMENT OF CANOPIES A. B. C AND ROOF OCCURS OVER THE PARADE.								



THE PARADE

CHURCH AVENUE



LEVEL SB - SUB BASEMENT

SCALE METRES



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

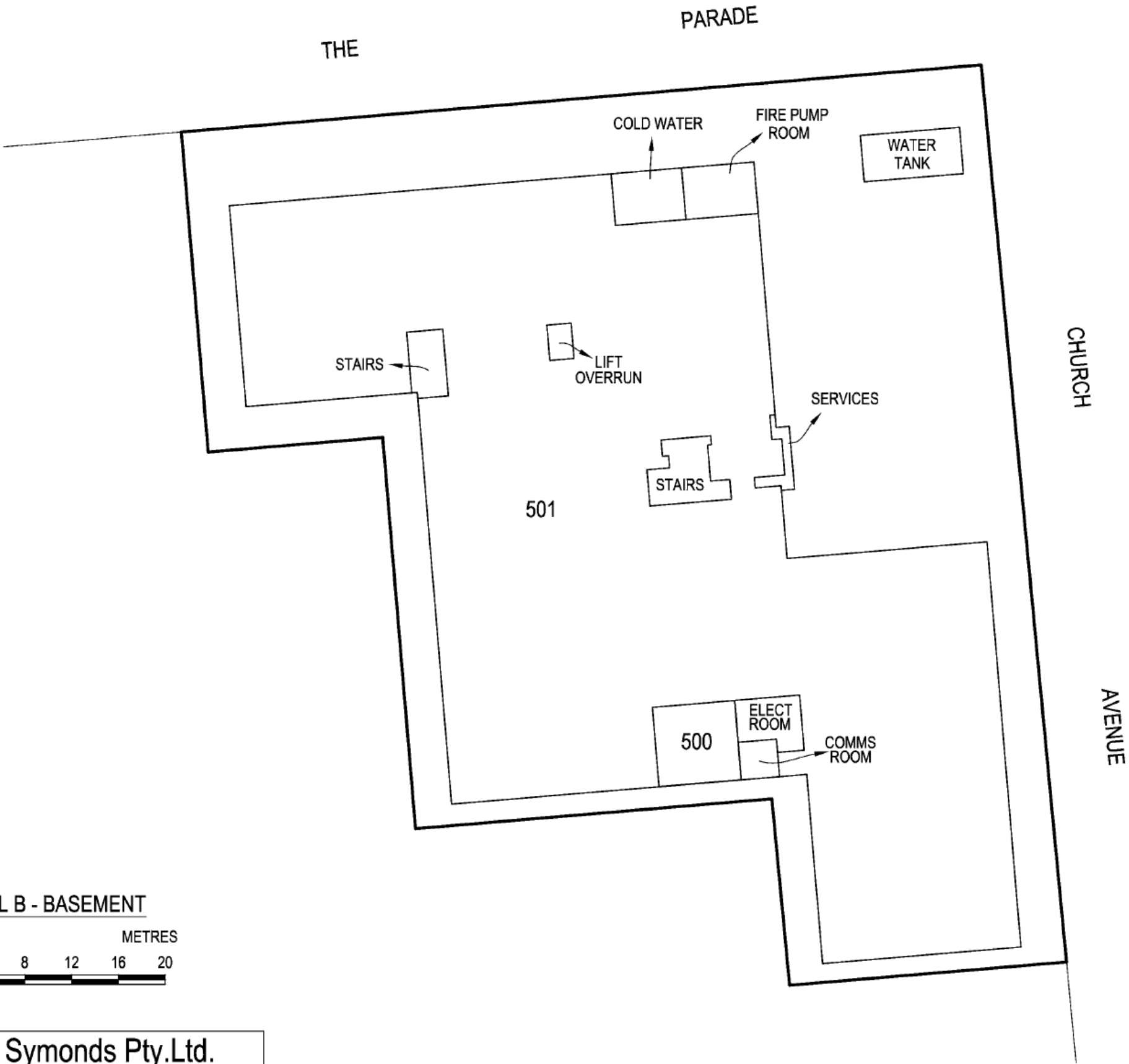
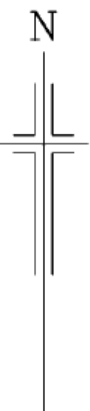
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REFERENCE 20A0259LTO-PC(F)

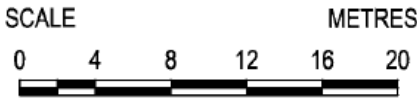
PRIMARY

MW 19/05/2025

.000PC



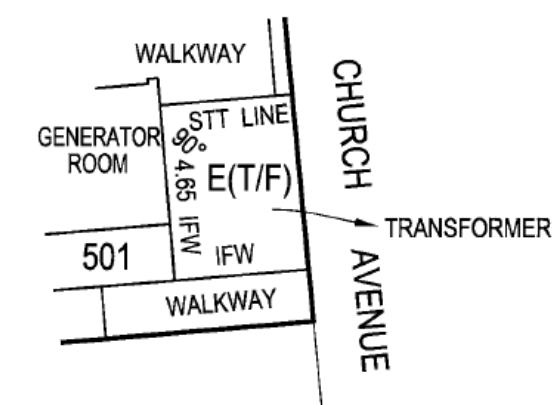
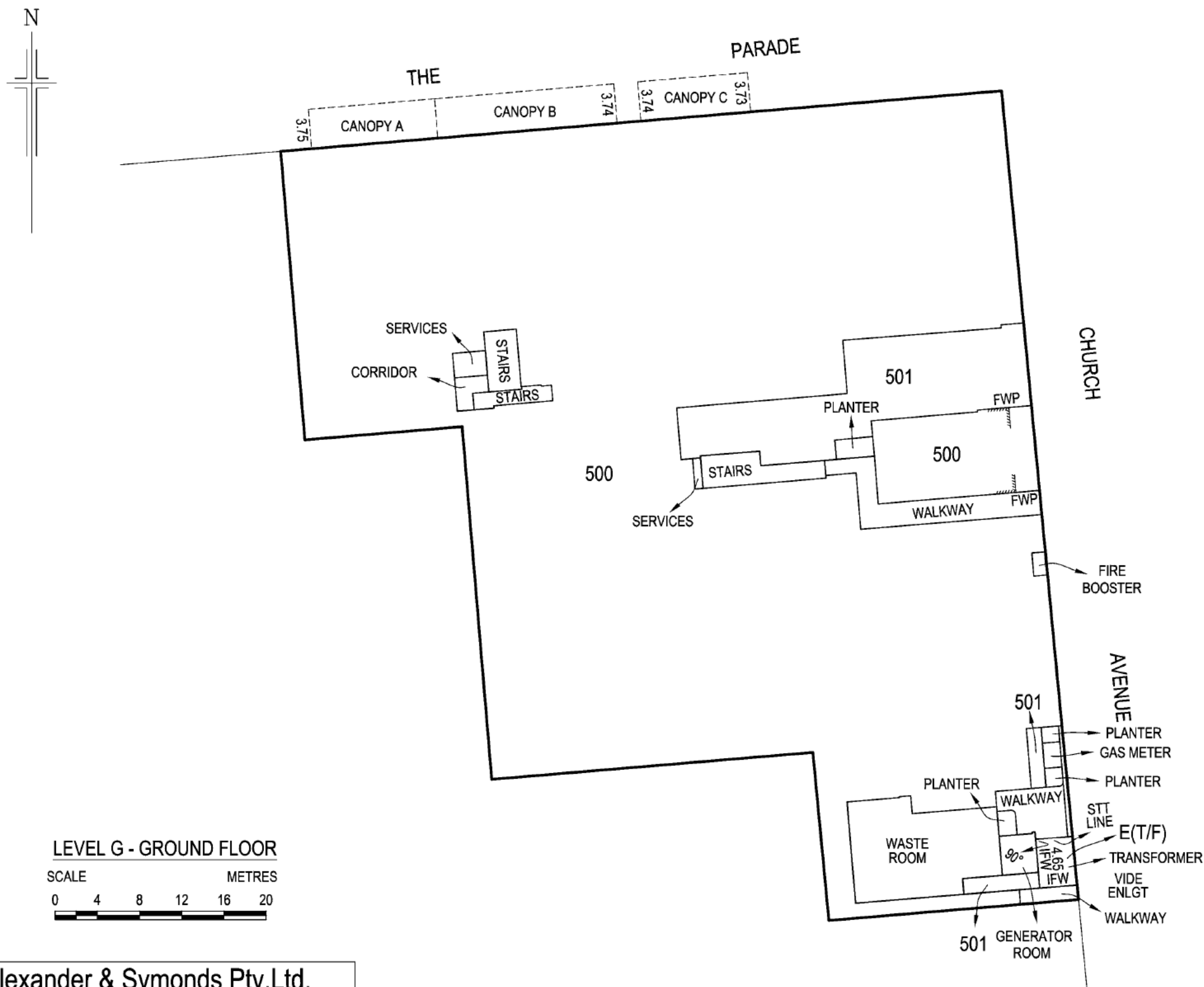
LEVEL B - BASEMENT



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Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	



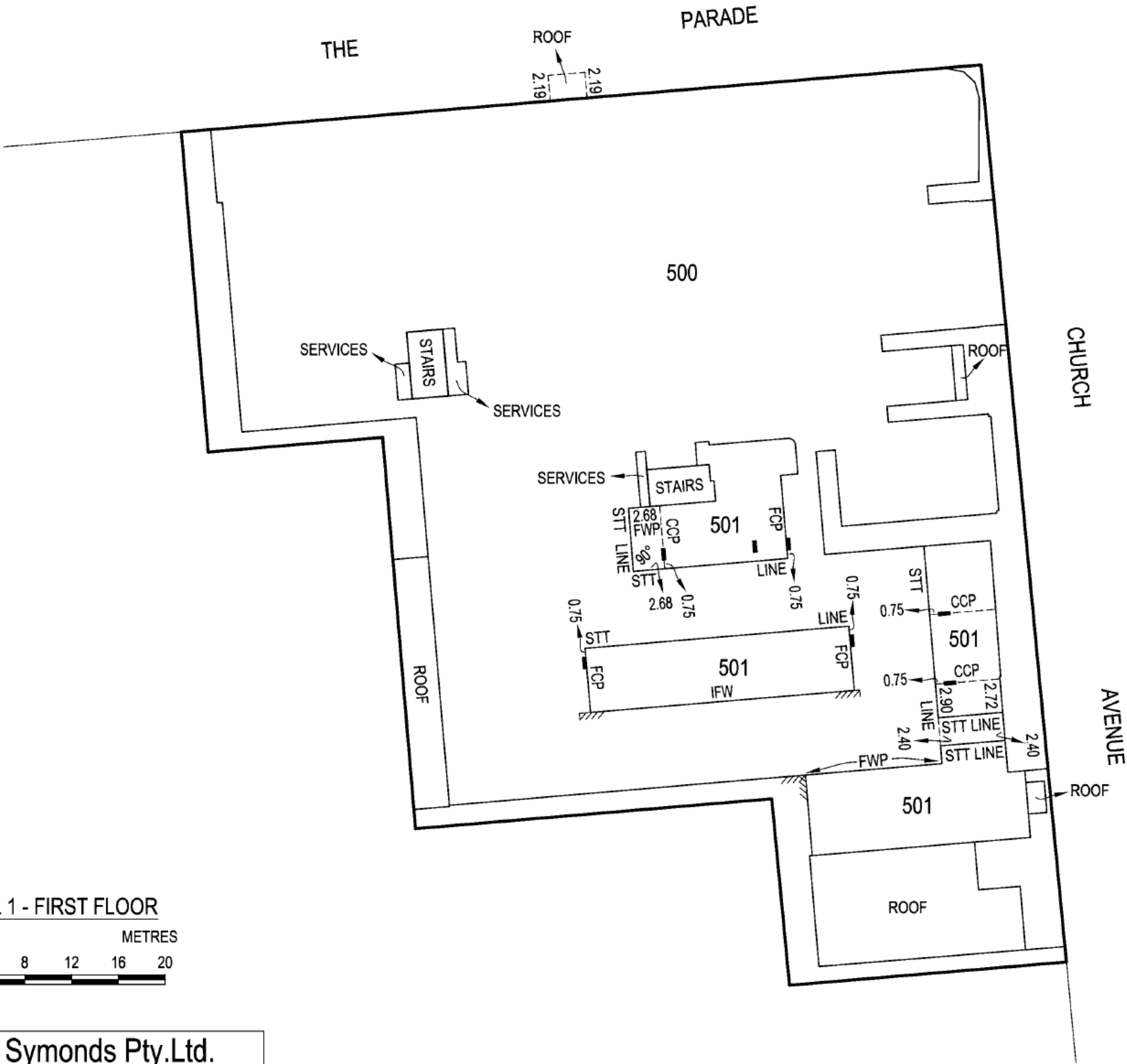
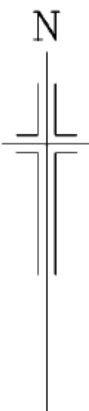
ENLARGEMENT
NOT TO SCALE

LEGEND	
FWP	FACE OF WALL AND PRODUCTION
IFW	INSIDE FACE OF WALL

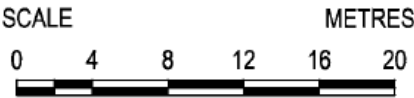
C43809

SHEET 6 OF 13

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LEVEL 1 - FIRST FLOOR

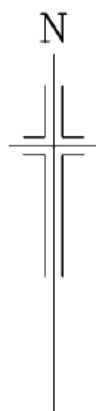


Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	

LEGEND	
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND PRODUCTION
FWP	FACE OF WALL AND PRODUCTION
IFW	INSIDE FACE OF WALL
STT	STRAIGHT
—	COLUMN



THE PARADE

CHURCH AVENUE

500

SERVICES

501

STAIRS

LEVEL 2 - SECOND FLOOR

SCALE METRES

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)

PRIMARY

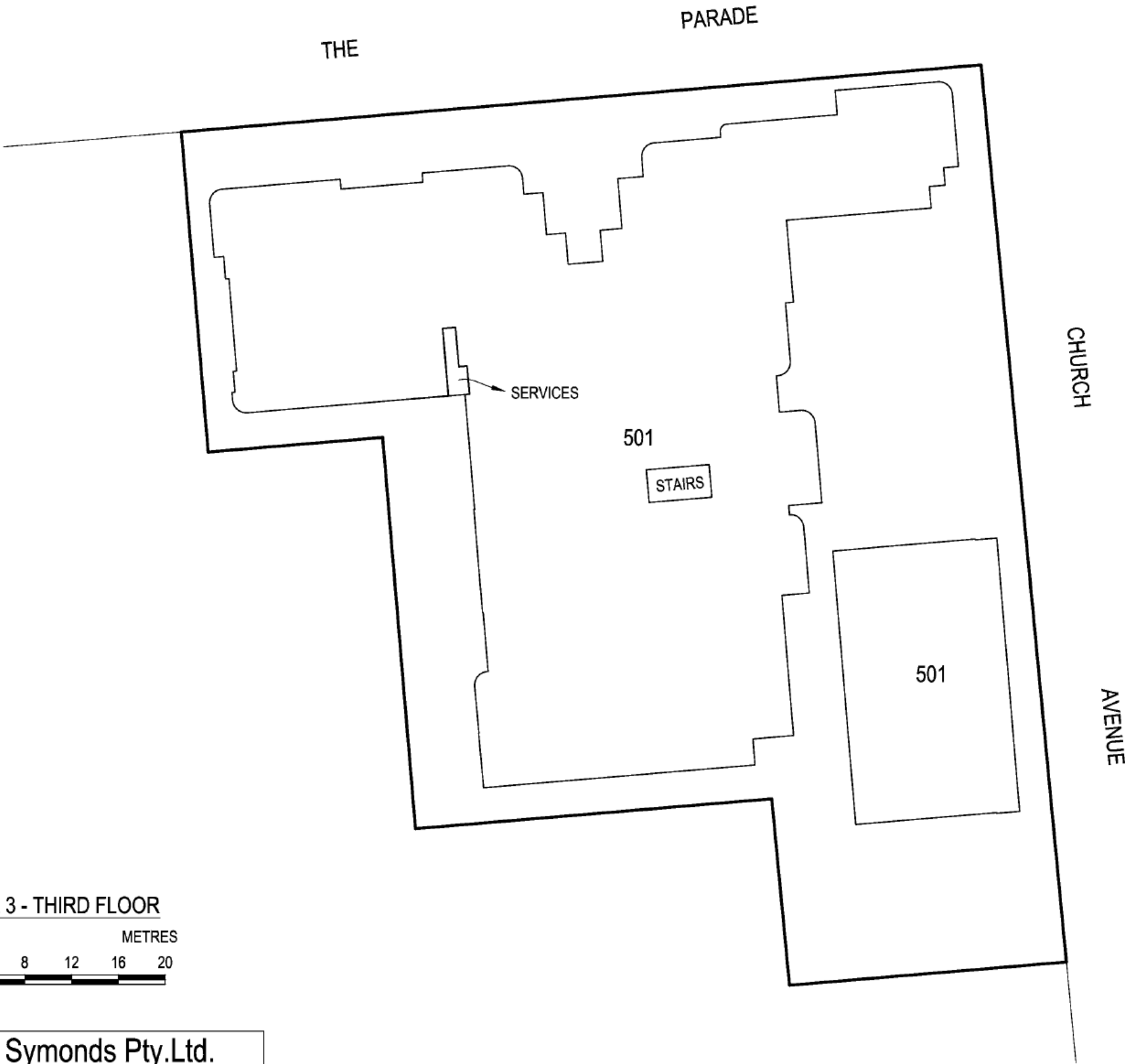
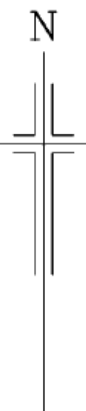
MW 19/05/2025

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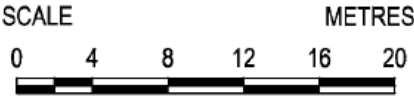
C43809

SHEET 8 OF 13

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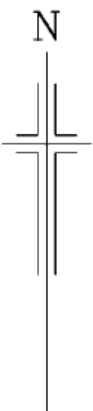
LEVEL 3 - THIRD FLOOR



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	



THE

PARADE

SERVICES

501

STAIRS

501

CHURCH

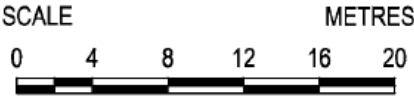
AVENUE

C43809

SHEET 9 OF 13

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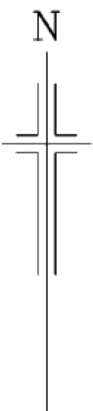
LEVEL 4 - FOURTH FLOOR



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	



THE

PARADE

SERVICES

501

STAIRS

CHURCH

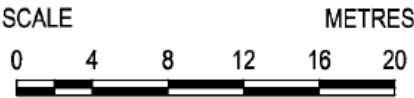
AVENUE

C43809

SHEET 10 OF 13

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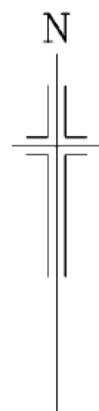
LEVEL 5 - FIFTH FLOOR



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	



THE PARADE

CHURCH AVENUE

SERVICES

501

STAIRS

LEVEL 6 - SIXTH FLOOR

SCALE METRES

0 4 8 12 16 20

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

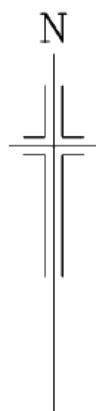
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REFERENCE 20A0259LTO-PC(F)

PRIMARY

MW 19/05/2025

.000PC



THE PARADE

CHURCH AVENUE

SERVICES

501

STAIRS

LEVEL 7 - SEVENTH FLOOR

SCALE METRES

0 4 8 12 16 20

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)

PRIMARY

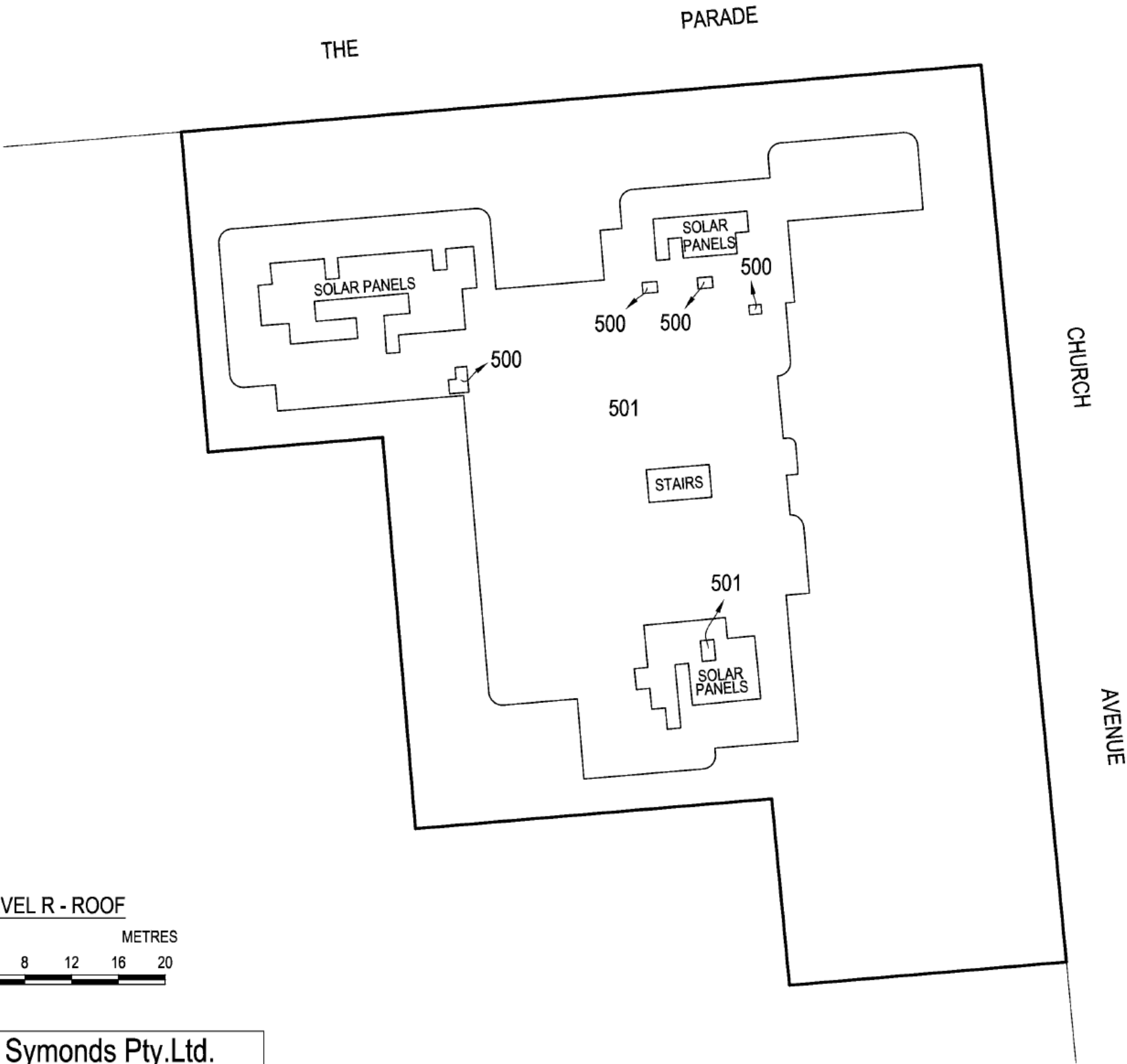
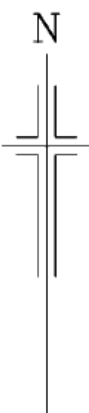
MW 19/05/2025

.000PC

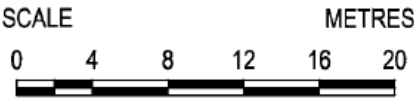
C43809

SHEET 13 OF 13

pland_V16_Version_6



LEVEL R - ROOF



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE 20A0259LTO-PC(F)	PRIMARY
MW 19/05/2025 .000PC	

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
500	1,392	
501	8,608	C43810
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

C43809

SHEET 1 OF 1

ACCEPTED

PRO REGISTRAR-GENERAL

DEV. No. 155 : C421 : 22

CERTIFICATE OF LAND VALUER

I *Tom van Reesema*

being a land valuer within the meaning of the
Land Valuers Act 1996 certify that the
schedule is correct for the purposes of the
Community Titles Act 1996

Dated the 6th June 2025

TESMR

Signature of Land Valuer

SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE: HOME FIRE SAFETY INFORMATION

Annexure to Form 1 Statement



SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

HOME FIRE SAFETY INFORMATION

For further advice contact the Community Safety Department
South Australian Metropolitan Fire Service on 8204 3611



DOMESTIC SMOKE ALARMS SOUTH AUSTRALIAN LEGISLATION

Since legislation is often written in language that is hard to understand, the following is a plain language interpretation of the legislative requirements.

What types of buildings are required to have smoke alarms?

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings."

Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.

"Class 1 and 2 buildings" means:

- Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.
- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m² and in which not more than 12 persons would ordinarily be resident.
Note: Larger buildings of these types will require a commercial type fire alarm system.
- Any building containing 2 or more *sole-occupancy units* each being a separate dwelling (ie. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

New Buildings -

Building Approval on or after 1st January 1995

Since the 1st January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply. They should also be fitted with a battery to provide power in case of a supply failure. In dwellings not connected to mains power, the South Australian Metropolitan Fire Service (MFS) recommends the installation of smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

Smoke Alarms – SA Legislation

Existing Buildings – Building approval before 1st January 1995

Change Of Ownership on or after 1st February 1998

From the 1st February 1998, if the land on which any building covered by this legislation is built undergoes a change of ownership (whether before or after 1st January 2000), the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

No Change Of Ownership since 1st February 1998

All existing buildings to which this legislation applies, unless subject to other requirements listed above, must be fitted with smoke alarms by **1st January 2000**. These alarms may, as a minimum, be powered by a 9 volt battery.

How many smoke alarms and where?

Every dwelling must be assessed individually to ensure that in the event of a fire occupants of every bedroom in the dwelling will receive an audible warning so that they may safely evacuate.

Some general considerations:

- The smoke alarms should be positioned to protect the escape routes from the bedrooms. In a passage way the alarm should be between the living area and the first bedroom.
- If bedrooms are located in separate parts of the dwelling the escape route from each sleeping area should be protected by at least one smoke alarm.
- If the dwelling is two- or multi-storeyed, in addition to the above considerations, smoke alarms should be located on each level in the vicinity of the stairs to ensure early warning of fire outbreak on a level not currently occupied.
- Where more than one smoke alarm is required, the MFS strongly recommends that they be *interconnected*. Interconnected alarms sound simultaneously when one of them senses smoke thus warning occupants in all parts of the dwelling.
Note: Not all smoke alarms are interconnectable. Ensure that you buy interconnectable alarms for this purpose.

For further advice ring the Community Safety Department 8204 3611

Country callers 1300 737 637

e-mail communitysafety@samfs.sa.gov.au or

visit our website www.mfs.sa.gov.au

or call in to 99 Wakefield Street, Adelaide during business hours.

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Viewed: 24-08-2026 | 13:23

Signed: 24-08-2026 | 14:38

Electronic Record and Signature Disclosure:

Accepted: 24-08-2026 | 13:23

ID: 14b5053c-c340-4b5a-9895-b083fa7bfba1

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Envelope Summary Events

Status

Timestamps

Envelope Sent

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24-08-2026 | 13:16

Certified Delivered

Security Checked

24-08-2026 | 13:23

Signing Complete

Security Checked

24-08-2026 | 14:38

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24-08-2026 | 14:38

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Status

Timestamps

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- Until or unless you notify Tuckfield Conveyancing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Tuckfield Conveyancing during the course of your relationship with Tuckfield Conveyancing.